



**Department of  
Transportation**

# **I-81 VIADUCT PROJECT – PHASE 1, CONTRACT 2**

## **DESIGN-BUILD PROJECT**

**PIN 3501.91, Contract D900056**

### **Request for Proposals**

**Addendum #8**

**March 1, 2023**

Modification to the Request for Proposals  
I-81 VIADUCT PROJECT – PHASE 1, CONTRACT 2  
Design-Build Project  
PIN 3501.91, Contract D900056

**Note to Proposers**

Differences between the deleted pages and the revised pages have been identified as follows:

- Brackets have been inserted on the left-hand margin of the pages to indicate where changes have been made to the documents; and
- Text additions have been shown in underlined red font and text deletions have been shown in crossed out red font.

**General Instructions**

Delete Pages A-4, A-5, and A-18 of the Instructions to Proposers, Appendix A, Project Information, and substitute the attached revised Pages A-4, A-5, and A-18.

Delete Pages 137, 138, 139, 195, and 203 of the DB Contract Documents, Part 3, Project Requirements, and substitute the attached revised Pages 137, 138, 139, 195, and 203.

Delete Page iii of the DB Contract Documents, Part 5, Special Provisions, and substitute the attached revised Page iii. Please note, there are no tracked changes included on Page iii but is included due to updates to the Table of Contents.

Add the attached Page 73 and SP-20 Draft Project Labor Agreement (PLA) to the DB Contract Documents, Part 5, Special Provisions.

Delete Drawings AL-28, AL-29, VBD-01, VBD-02, VBD-03, NBD-01, NBD-02, and NBD-03 of the DB Contract Documents, Part 6, RFP Plans – Directive Plans, and substitute the attached revised Drawings AL-28, AL-29, VBD-01, VBD-02, VBD-03, NBD-01, NBD-02, and NBD-03.

Delete Drawings GP-28 and GP-29 of the DB Contract Documents, Part 6, RFP Plans – Indicative Plans, and substitute the attached revised Drawings GP-28 and GP-29.

Delete the Structural Details - Single Slope Barrier on Approach Slab at U-Wingwall Details Drawing of the DB Contract Documents, Part 7, Engineering Data (Part 5 of 5), and substitute the attached revised Structural Details - Single Slope Barrier on Approach Slab at U-Wingwall Details Drawing. Please note there are no tracked changes included on the Single Slope Barrier on Approach Slab at U-Wingwall Details Drawing and the Drawing has been reissued in its entirety.

Add the attached Structural Details - Barrier to Abutment Transition Details Drawing to the DB Contract Documents, Part 7, Engineering Data (Part 5 of 5).

No other provision of the solicitation is otherwise changed or modified.

**U) Bridge No. 12** – New I-81 NB over East Seneca Turnpike

1. Construct new superstructure and substructure

**V) Bridge No. 13** – Relocated East Glen Ave over BL 81

1. Construct new superstructure and substructure

**W)** Installation of noise walls along I-81 (former I-481) between Rock Cut Road and I-81/I-690 interchange

**X)** Installation of an aesthetic visual barrier wall along BL-81 (former I-81)

**A2.0 PROJECT GOALS**

The Department's goals and objectives for the Project are to:

- 1) Ensure a long-service life for all Project elements to satisfy long term preservation goals.
- 2) Ensure the safety of the traveling public.
- 3) Maximize the impact of the public investment in the Project by:
  - a. Providing cost-effective solutions;
  - b. Sequencing construction to minimize effects on vehicular traffic operations;
  - c. Minimizing effects on residential neighborhoods and business communities;
  - d. Reducing future maintenance requirements; and
  - e. Minimizing impacts on the environment.
- 4) Deliver the Project safely, on schedule and within budget.
- 5) Ensure coordination with all utility owners, third parties, and Project stakeholders and any adjacent construction projects.
- 6) Provide improvements that enhance the livability and visual quality in and around the project area.
- 7) Provide improved operational efficiencies in and around the project area.
- 8) Ensure the project is compliant with the Department's environmental commitments.
- 9) Provide best value to the Department.

**A3.0 PROJECT LABOR AGREEMENT**

The Department has undertaken a due diligence study to determine whether there will be a public benefit to implementation of a Project Labor Agreement (PLA) for the Project and has concluded that a PLA is warranted. The agreement to be entered into between the Design-Builder and appropriate trade unions will be prepared and provided to the Proposers upon FHWA's review by Addendum. A Draft Project Labor

Agreement is included in Part 5 – Special Provisions, SP-20. Any provision in the RFP inconsistent with the provisions of an approved PLA shall be superseded by the PLA to the greatest extent permitted by federal or state law.

#### **A4.0 REFERENCE DOCUMENTS**

Reference Documents include but are not limited to the following Documents:

- A. Record Plans for the project area
- B. Geotechnical Data Report
- C. CADD Files
- D. Final Design Report/Final Environmental Impact Statement
- E. Record of Decision
- F. Bridge Inspection Reports

Reference Documents are located at the following Web site address:

<https://www.dot.ny.gov/main/business-center/designbuildproject56>

#### **A5.0 PROCUREMENT SCHEDULE**

##### **A5.1 ANTICIPATED PROCUREMENT SCHEDULE**

The Department anticipates the following procurement schedule for the Contract:

<b>Activity</b>	<b>Date</b>
Draft RFP Informational Meeting	October 24, 2022
Final RFP to Shortlisted Firms	November 4, 2022
Date Proposers may start submitting ATCs for review	November 4, 2022
Proposal period one-on-one meetings with all Proposers.	December 13, 2022 – February 17, 2023
Final date for Proposers to submit new ATC's for review	February 3, 2023
Final date for requests for changes to Proposer's organization and personnel	February 1, 2023
Final date for Proposers to submit revised ATCs for final review	February 17, 2023
Final date for Department's responses to new ATCs submitted for review	February 10, 2023
Final date for Department's responses to revised ATCs submitted for review	February 24, 2023
Final date for receipt of Proposer questions	February 24, 2023
Final date for Proposers to respond to conditional approval of ATC's	February 24, 2023
Issue Date for Final Addendum and/or answers to Proposer questions	March <del>31</del> , 2023

- a. East Glen Ave (1 point)
  - b. Southern Interchange (7 points)
- iii. Impacts to Traffic, Table SCD – 2b (10 points total). The proposer with the lowest duration for each item shall receive the full points as listed below for each item. Remaining proposers' values to be pro-rated against the shortest duration for each impact.
  - a. East Brighton Ave over New I-81 (2 points)
  - b. Routes 5 and 92 Reconstruction (2 points)
  - c. I-81 over CSX Railyard (6 points)

Note Regarding Quality Evaluations and Proposal Format Compliance:

Proposers shall comply with all formatting requirements stated in the ITP in Appendices A, B, C, and D, including page size, section length, and font size. In addition, all Proposers shall comply with the following format requirements:

- A) The inside and outside surfaces of all binders, and both sides of all dividers, shall be solid and shall contain only text; no pictures, renderings or graphics shall be included;
- B) All narrative pages, resumes, Initial Management Plan components and forms shall contain text only and shall contain no pictures, renderings or graphics;
- C) Photographs, visualizations, and/or renderings, if requested in the ITP, shall not contain any text;
- D) All drawings submitted as part of the Proposal shall include no narratives or text other than notes or call-outs which would typically be included on design drawings.
- E) External web links are not to included anywhere in the Proposal.

Failure by a Proposer to follow the formatting requirements stated in the ITP will result in the particular page(s) being deleted from the Proposal before technical evaluation. Two possible examples of this are:

- 1. Appendix C, Table C states the Initial Baseline Progress Schedule is limited to a maximum of twenty-five pages. If a Proposer submitted an Initial Baseline Progress Schedule twenty-six pages in length, the twenty-sixth page will be removed from the Proposal.
- 2. This Section states that external web links are not to be included in the Proposal. If a Proposer were to refer to a web link in their Initial Quality Control Plan, then the specific page with the web link reference will be removed from the Proposal.

Proposers are advised that a Proposal may receive a lower score as a result of any pages removed.

- A) Barriers, Railings and Pedestrian Fencing: Temporary traffic barriers shall meet, as a minimum, the testing requirements of TL-3. Permanent traffic barriers shall meet, as a minimum, the testing requirements of TL-5 or as specified in the Directive Notes. The testing requirements specified shall apply to all permanent traffic barriers that are mounted on bridge decks, approach slabs, moment slabs, wingwalls, and retaining walls.

Permanent concrete barriers and steel bridge railings shall not be mounted directly onto U-wingwalls or retaining walls. When concrete barriers and steel bridge railings are needed above a U-wingwall or retaining wall, they shall be mounted on approach slabs in accordance with the "Single Slope Barrier on Approach Slab at U-Wingwall Details" provided in Part 7, Engineering Data or mounted on moment slabs.

All permanent concrete traffic barriers shall use internal curing concrete.

All permanent barriers shall be protectively sealed.

Refer to Section 14.3.2 for aesthetic requirements related to bridge parapet walls, bridge railing, and fencing, if any.

For permanent concrete barriers at substructures, the barrier shall transition into the substructure in accordance with the "Barrier to Pier Transition Details" and "Barrier to Abutment Transition Details" provided in Part 7. In lieu of providing a transition, the substructure may be located behind the barrier with a minimum setback distance of 4'-8" (measured from traffic face of barrier to face of substructure).

- B) Decks: Decks shall be full depth precast panel and/or cast-in-place unless otherwise noted. Cast-in-place and precast decks shall use High Performance – Internally Curing (HPIC) Concrete or Lightweight, High Performance Concrete (refer to NYSDOT Special Specification 557.01040018). The NYSDOT Bridge Manual amended as follows: (1) Table 5-1 Deck Requirements, 1st row named "Monolithic Slab", 4th column named "Concrete", text box revised as follows "Class HPIC for single and multi-spans" (2) Section 5.1.2.3 Internal Curing Concrete (HPIC), the first paragraph revised to "High Performance - Internal Curing (HPIC) concrete shall be used for all simple and continuous span configurations."

Two-course decks with asphalt overlays, as defined in the NYSDOT Bridge Manual, are not permitted. Filled steel grating decks, unfilled steel grating decks, and orthotropic steel decks are not permitted.

Bridge decks shall be made fully composite with the underlying primary member system.

For new and replacement superstructures, the girder haunch depth shall not exceed 8 in. For existing superstructures, the girder haunch depth shall not exceed the width of the top flange to which it is cast upon.

All existing shear studs shall be removed and replaced.

All decks, approach slabs, sleeper slabs and moment slabs shall be protectively sealed.

All new decks and approach slabs shall have their entire top surface diamond ground. An additional 1/2 in. of slab thickness over the top mat reinforcement shall be provided to accommodate diamond grinding of up to 1/2 in.

All concrete reinforcement that will become part of the final deck shall be of equal or higher corrosion resistance as the deck (i.e. barrier reinforcement embedded in the deck).

All approach slab, sleeper slab, and moment slab reinforcement shall match the type of corrosion protection used for the adjacent concrete bridge deck.

Reinforcement in all sidewalks, concrete barriers, and noise barriers shall match the type of corrosion protection used in the bridge component to which they are attached.

Scupper corrosion protection shall follow Bridge Detail Sheet requirements.

Any individual deck span must utilize either an isotropic reinforcement scheme or a traditional reinforcement scheme. Variation of reinforcement scheme across the cross-section or along the length of any individual deck span is not permitted. Continuous decks may use an isotropic reinforcement scheme for one span and traditional reinforcement for another span provided that all the negative moment reinforcement in the negative moment area over the pier(s) meet(s) the more stringent of the two requirements.

If a precast deck is set, followed by placement of an adjacent cast-in-place deck, a closure pour is required between the deck systems if the precast deck is under live load during the placement.

When pouring cast-in-place decks and for the first 72 hours of curing, the section of the superstructure receiving the new deck shall be isolated from all sections of the superstructure that are carrying live load. This shall include disconnecting of diaphragms and isolating formwork and reinforcement at the stage line.

A third placement (closure placement) between longitudinal construction stages is required. Closure placements shall not be placed adjacent to cast-in-place deck pours for a minimum of 72 hours. The Closure placements shall use Ultra-High Performance Concrete in conformance with NYSDOT Special Specification Item 557.66010116 and the "Longitudinal UHPC Closure Pour Details" provided in Part 7.

Pinning of temporary barrier to new decks will be permitted with the following stipulations: Holes in new decks are made by either casting in a sleeve or coring. If coring, reinforcement shall be mapped out and coring will be performed to minimize the potential to cut through any reinforcement. Drilling holes in new decks is prohibited. After temporary barrier is removed all holes in the deck shall be repaired with Ultra-High Performance Concrete in conformance with NYSDOT Special Specification Item 557.66010116.

- C) Precast bridge deck panels: If precast deck panels are used, field cast joints between panels shall be made with Ultra-High-Performance Concrete (UHPC) in accordance with NYSDOT Special Specification Item 557.66010116. An integral precast concrete barrier may be used provided it is in accordance with NYSDOT Special Specification Item 557.11010003.

If all NYSDOT Bridge Manual conditions for use of isotropic reinforcement and Part 3 Section 14.3.1.B are met, isotropic deck reinforcement may be used in precast concrete deck panels.

~~The provisions of the NYSDOT PCCM Article 6.2.3 shall apply except that any precast surface that is to be diamond ground and/or longitudinally grooved after installation shall have penetrating sealer applied after grinding and/or grooving operations in lieu of the requirement to coat all surfaces at the fabrication plant.~~

- D) Deck Joints: Deck joints are not permitted unless stated otherwise in the Directive Notes.

Refer to Part 5, SP-11 for requirements on the use of link slabs. Ultra-High Performance Concrete used for UHPC link slabs shall be per NYSDOT Special Specifications Item 557.66010116.

Longitudinal deck joints are not permitted unless shown in Part 6 – Directive Plans. Section 5.5.2 Longitudinal Joints of the NYSDOT Bridge Manual, requiring a longitudinal joint when the bridge width exceeds 90 ft., is waived.

- E) Superstructure:



Fracture-critical members are prohibited.

Repair deficient steel structural elements as shown in Part 6 Directive Plans; payment for this work will be made under item 800.06010115 Steel Superstructure Repair Work – Directive Repairs and the price bid should be based upon the total quantity shown including contingency. Steel repairs that may be required beyond that shown in Part 6 will be paid for by the Steel Superstructure Repair Work – Unanticipated Repairs Item 800.06020015. All repairs shall bring members to their as-built capacity, at a minimum, or to the requirements of the Design Criteria Table, whichever is greater.

For straight steel I-girder bridges that have a skew greater than 20°, a refined analysis method is required. The type of refined analysis method shall be determined by the skew ( $\theta$ ) and the skew index ( $Is$ ). The skew index is defined in NYSDOT Load and Resistance Factor Design (LRFD) Bridge Design Specifications Equation 4.6.3.3.2-2 and shall be determined for each span of the bridge. Additionally, the use of discontinuous diaphragm layouts would require a submission of a Request for Design Exception.

- If  $20^\circ < \theta \leq 45^\circ$  and  $Is \leq 0.3$  then a 2D grid or 3D finite element model shall be used for the design of the girders, diaphragms, and connections.
- If  $\theta > 45^\circ$  or  $Is > 0.3$  then a 3D finite element model shall be used for the design of the girders, diaphragms, and connections.

Refer to Part 6, Directive Notes for color requirements related to painted steel superstructure elements, if any.

- F) Bearings: With the exception of fully integral abutments and/or fully integral pier caps, all beam/girder supports shall utilize bearings that conform with Section 12 of the NYSDOT Bridge Manual. Design and location of bearings shall provide for easy maintenance and accessibility and future bearing replacement. For new and replacement bridges, Bearing replacement shall be easily accomplished via jacking points off the top of the substructure with no additional strengthening of members required. For new and replacement bridges, Jacking points with sufficient capacity (full dead load and live load) to allow the superstructure to be lifted for future bearing replacement under live load shall be provided. The plans shall include the location of the jacking points and the jacking loads.

The use of tie-down devices, or any other type of bearing uplift restraints, is prohibited.

- G) Substructures: All concrete repair areas with exposed reinforcing bars greater than 1 sq. ft. shall utilize passive galvanic protection anodes in conformance with Item 582.99000016 - Embedment of Galvanic Anodes in Concrete. These anodes shall be of the type and spacing as shown in the Directive Plans.

Repair deficient concrete substructure elements in accordance with the Directive Plans. Payment for all work will be made under Item 800.06060115 Concrete Substructure Repair Work – Directive Repairs and the bid price shall be based upon the total quantity shown including contingency. Concrete repairs that may be required beyond the square footage shown in the Directive Plans will be paid for under the Concrete Substructure Repair Work – Unanticipated Repairs Item 800.06070015. Reinforcement damaged by concrete removal operations are the responsibility of the Design-Builder.

All concrete substructure repairs shall have a finish surface that is true to the existing unprepared concrete surfaces. The new repaired areas shall not be recessed nor protruding.

The structural capacity of any existing substructure or foundation that is permitted to be incorporated into the Design-Builder's proposed design, and is not visible pre-construction,



## SECTION 26 NOISE BARRIERS

### 26.1 GENERAL

The Design-Builder shall design and construct Noise Barriers at the locations and limits shown in Part 6 – Directive Plans and in accordance with Project Requirements. Noise Barriers shall be installed at-grade or on top of new retaining walls. Refer to Noise Barrier and Retaining Wall Elevations in Part 6 – Directive Plans for additional information.

### 26.2 DESIGN REQUIREMENTS

All Noise Barriers shall be precast concrete noise barrier panels. Precast concrete Noise Barrier sections shall be in accordance with Item 643.99010004 – Precast Concrete Noise Barrier System.

Concrete Noise Barriers shall be designed in accordance with the NYSDOT LRFD Bridge Design Specifications in lieu of the design requirements specified in NYSDOT Special Specification Item 643.99010004. All threaded reinforcement, anchor bolts, nuts, washers, and base plates shall be Type 1 Hot-Dip Galvanized in accordance with Material Specification 719-01. Base plates shall be hot dipped galvanized steel (4 mils). Anchor bolts, nuts, and washers shall be stainless steel. In addition, every anchor bolt shall have a leveling nut under the base plate and tensioning and lock nuts above, resulting in a total of three nuts per anchor bolt. Closed cell foam conforming to Material Specification 705-08 shall be used to completely seal all gaps between the base plate and foundation, and the panels and foundation. The gap underneath the base plate shall be filled with a Department approved non-shrink grout. The presence of grout, or any other approved material, used to fill the gap underneath the base plate shall be ignored for the design of the anchor bolts. Any gaps or cracks in the installed noise barrier system shall be filled with an acceptable filler material or flashing so that no light can be seen through any part of the noise barrier system except through the transparent panels. Filler material or flashing shall be detailed and installed in a manner that does not trap water inside the wall components or near the base and foundation of the wall.

For locations where proposed Noise Barriers must be installed over utilities refer to the sample utility grade beam detail included in RFP Part 6 – Indicative Plans as well as additional requirements for clearances in Part 4 – Utility Requirements.

The Design-Builder shall make every effort possible to have the horizontal members of the frames supporting the Noise Barriers line up uniformly, including at locations where it may become necessary to step the precast portion of the Noise Barrier due to changes in grade and/or stepping of barriers due to changes in elevation.

Design of the Noise Barriers and foundations shall include applicable loads from the NYSDOT LRFD Bridge Design Specifications including, at a minimum, wind, seismic, and lateral loading from unbalanced soil loads. The design of the connection of the post to the shaft foundation shall include loads due to prying effect.

The Design-Builder shall design shaft foundations for the Noise Barrier posts in accordance with the NYSDOT LRFD Bridge Design Specifications and Project Requirements. The top elevation of the shaft foundation shall be set such that the base plate and anchor bolts are located above the finished ground line. The minimum shaft diameter shall satisfy the following requirements:

1. Minimum distance from edge of baseplate to edge of shaft foundation concrete shall be 3".
2. Minimum distance from centerline of anchor bolt to edge of shaft foundation concrete shall be 8".
3. Anchor bolts shall be located inside of the shaft reinforcement cage.

## SECTION 27 VISUAL BARRIER

### 27.1 GENERAL

The Design-Builder shall design and construct a visual barrier at the locations and limits shown in Part 6 – Directive Plans and in accordance with Project Requirements. Refer to Visual Barrier profile in Part 6 – Directive Plans for additional information.

The visual barriers shall consist of precast concrete sections. This visual barrier shall be constructed prior to any adjacent highway construction work, including work along BL81, I-81, and East Glen Ave.

Horizontal wall joints beyond those shown by the Part 6 - Directive Plans are acceptable for visual barrier sections taller than 20'-0".

### 27.2 DESIGN REQUIREMENTS

The Visual Barrier shall be precast concrete and shall be in accordance with Item 643.99010004 – Precast Concrete Noise Barrier System.

The Visual Barrier shall be designed in accordance with the NYSDOT LRFD Bridge Design Specifications in lieu of the design requirements specified in NYSDOT Special Specification Item 643.99010004. All threaded reinforcement, anchor bolts, nuts, washers, and base plates shall be Type 1 Hot-Dip Galvanized in accordance with Material Specification 719-01. Base plates shall be hot dipped galvanized steel (4 mils). Anchor bolts, nuts, and washers shall be stainless steel. In addition, every anchor bolt shall have a leveling nut under the base plate and tensioning and lock nuts above, resulting in a total of three nuts per anchor bolt. Closed cell foam conforming to Material Specification 705-08 shall be used to completely seal all gaps between the base plate and foundation, and the panels and foundation. The gap underneath the base plate shall be filled with a Department approved non-shrink grout. The presence of grout, or any other approved material, used to fill the gap underneath the base plate shall be ignored for the design of the anchor bolts. Any gaps or cracks in the installed barrier system shall be filled with an acceptable filler material or flashing so that no light can be seen through any part of the barrier system. Filler material or flashing shall be detailed and installed in a manner that does not trap water inside the wall components or near the base and foundation of the wall.

For locations where the proposed Visual Barrier must be installed over utilities refer to the sample utility grade beam detail included in RFP Part 6 – Indicative Plans as well as additional requirements for clearances in Part 4 – Utility Requirements.

The design of the barriers and foundations shall include the applicable loads from the NYSDOT LRFD Bridge Design Specifications including, at a minimum, wind, seismic, and lateral loading from unbalanced soil loads. The design of the connection of the post to the shaft foundation shall include loads due to prying effect.

The Design-Builder shall design shaft foundations for the barrier posts in accordance with the NYSDOT LRFD Bridge Design Specifications and Project Requirements. The top elevation of the shaft foundation shall be set such that the base plate and anchor bolts are located above the finished ground line. The minimum shaft diameter shall satisfy the following requirements:

1. Minimum distance from edge of baseplate to edge of shaft foundation concrete shall be 3".
2. Minimum distance from centerline of anchor bolt to edge of shaft foundation concrete shall be 8".

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**SP-20. DRAFT PROJECT LABOR AGREEMENT (PLA)**

**PROJECT LABOR AGREEMENT  
COVERING THE  
NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
I-81 VIADUCT PROJECT PHASE 1 CONTRACT 2  
NYSDOT CONTRACT NUMBER D900056  
(PIN 3501.91)**

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**PROJECT LABOR AGREEMENT  
COVERING THE  
I-81 VIADUCT PROJECT – PHASE 1, CONTRACT 2**

**ARTICLE 1 – PREAMBLE**

WHEREAS, New York State Department of Transportation ("NYSDOT"), desires to provide for the efficient, safe, quality, and timely completion of construction described herein relating to the I-81 Viaduct Project - Phase 1, Contract 2 ("The Project") in a manner designed to afford the lowest reasonable costs to the NYSDOT, and the public it represents, and the advancement of permissible statutory objectives;

WHEREAS, New York State Department of Transportation has engaged Seeler Engineering, P.C. ("Seeler") to undertake a study of whether the use of a Project Labor Agreement will best serve the NYSDOT's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest; and

WHEREAS, Seeler's *Report Project Labor Agreement Benefits Analysis*, (the "study") dated October 5, 2022 ("*Report*"), concluded that use of a Project Labor Agreement would provide the NYSDOT with measurable economic benefits and would promote the NYSDOT's interest in obtaining the best work at the lowest prices as well as preventing favoritism, fraud and corruption; and

WHEREAS, the NYSDOT has carefully reviewed and considered Seeler's *Report* and has issued a "Project Labor Agreement Record Review and Determination I-81 Viaduct Project – Phase 1, Contract 2," dated November 28, 2022, which finds, among other things, that New York State's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, preventing the impact of delay, avoiding labor unrest, and gaining measurable management flexibility and benefits are best met by requiring a Project Labor Agreement and, therefore, directs that a Project Labor Agreement be made part of the Project; and

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

- (1) providing a mechanism for achieving the most cost efficient and effective means of construction, including direct and indirect labor and other cost savings;
- (2) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace on the jobsite for the duration of the covered work;
- (3) standardizing the terms and conditions governing the employment of labor on covered work;
- (4) permitting wide flexibility in work scheduling and shift hours and times;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

- (6) furthering public policy objectives as to improved employment opportunities in the construction industry for residents, minorities, women and the economically disadvantaged;
- (7) ensuring a reliable source of skilled and experienced labor;
- (8) expediting the construction process, enhancing the NYSDOT's ability to keep existing facilities functional, and otherwise minimizing public inconveniences relating to that construction; and

WHEREAS, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize safety conditions relating to the covered work;

NOW, THEREFORE, the Parties enter into this Agreement:

## **SECTION 1. PARTIES TO THE AGREEMENT**

This is a Project Labor Agreement ("Agreement") to be entered into by and between the NYSDOT's Prime Contractor (PC) for this Project for certain construction work to be performed as part of the I-81 Viaduct Project - Phase 1, Contract 2 (as defined below), and the Central and Northern New York Building and Construction Trades Council, ·AFL-CIO, on behalf of itself and its affiliated local union members; and the signatory Local Unions on behalf of themselves and their members.

## **ARTICLE 2 – GENERAL CONDITIONS**

### **SECTION 1. DEFINITIONS**

Throughout this Agreement, the Union parties (the signatory Local Unions and Council) are referred to singularly and collectively as "Union(s)"; where specific reference is made to "Local Unions," that phrase is sometimes used; the term "Contractor(s)" shall include the NYSDOT's Prime Contractor and its subcontractors of whatever tier, engaged in on-site construction work within the scope of this Agreement as defined in Article 3; the NYSDOT's Prime Contractor on this Project, individually, is referred to as the "PC"; New York State Department of Transportation is referred to as the "NYSDOT" or "Owner"; the Central and Northern New York Building and Construction Trades Council, AFL-CIO is referred to as the "Central and Northern New York Council," and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project" and/or "Project Work"

Wherever in this Agreement the PC is authorized or permitted to take any action, such action may be taken by either the PC or its designee. Whenever in this Agreement the NYSDOT is authorized or permitted to take any action, such action may be taken by either the NYSDOT or its designee.

## **SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE**

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is approved by the Building and Construction Trades Department, AFL-CIO and the NYS Building & Construction Trades Council; (2) signed by the Central and Northern New York Council and those Local Unions having jurisdiction over the Project Work and which are listed on the signature pages to this Agreement; (3) the Agreement is authorized by the NYSDOT; and (4) the Agreement is signed by the PC.

## **SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on all signatory Unions, and their affiliates and all Contractors performing on-site Project Work as defined in Article 3. The PC shall include in any contract that it lets for performance during the term of this Agreement, a requirement that its subcontractors, of whatever tier, become bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. Covered Contractors (including subcontractors of any tier) shall execute the Letter of Assent form attached to this Agreement as Schedule B. This Agreement shall be administered by the PC, for the benefit of NYSDOT, which is an intended third-party beneficiary of this Agreement.

## **SECTION 4. SUPREMACY CLAUSE**

This Agreement, together with the local Collective Bargaining Agreements listed in the appendix hereto as Schedule A, represents the complete understanding of all parties and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part, except that in the event a Contractor is signatory to the NTL Article of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, or the National Agreement of the International Union of Elevator Constructors those agreements shall apply (except that notwithstanding the foregoing National Agreements, Articles 7, 9 and 10 of this Agreement shall still apply). Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a provision in Schedule A, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other labor agreement as a condition of performing Project Work. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on Project Work unless endorsed in writing by the PC. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

## **SECTION 5. LIABILITY**

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The PC shall not be liable for any violations of this Agreement by any other

Contractor nor shall any Contractor be liable for any violations of this Agreement by any other Contractor; and the Central and Northern New York Council and Local Unions shall not be liable for any violations of this Agreement by any other Union. No grievance shall be brought directly against NYSDOT under this Agreement. Further, no arbitration decision or award may provide retroactivity of more than twenty (20) days prior to the date of service of a written grievance as described herein.

## **SECTION 6. THE NYSDOT**

The NYSDOT shall require in its bid specifications for the Prime Contractor for Project Work as defined in Article 3 that the successful bidder, and its subcontractors of whatever tier become bound by this Agreement. Neither the NYSDOT nor its designee shall be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the discretion the NYSDOT otherwise has in determining which Prime Contractor shall be awarded the contract for Project Work. It is further understood that the NYSDOT has sole discretion at any time to terminate, delay or suspend, in whole or part, Project Work, or to undertake any of the work itself, without regard to this Agreement.

## **SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL BIDDERS AND CONTRACTORS**

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project Work, and its subcontractors, who become bound thereto, without regard to whether that successful bidder and/or its subcontractors perform work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder and/or its subcontractors are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is not Project Work, as defined in Article 3, Section 1.

## **ARTICLE 3 - SCOPE OF THE AGREEMENT**

The Project Work covered by this Agreement shall be as defined and limited by the following sections of this Article.

### **SECTION 1. PROJECT WORK**

Subject to section 3(c) of this Article, this Agreement shall apply to all on site work related to the I-81 Viaduct Project – Phase 1, Contract 2 Project Work as designated by the NYSDOT Contract Number D900056 (NYSDOT Project I.D. No. 3501.91) in its bid specifications (herein referenced as "Project Work"). The scope of Project Work may be subject to change as this work progresses or as circumstances change, and the scope of the PC's work is changed. Nevertheless, the parties understand that generally included within covered Project Work will be as follows.

- Improvements to the new section of I-81 (former I-481) between I-690 and Kirkville Road (Interchange 5) including:
  - Construction of a third southbound (auxiliary) lane between Kirkville Road (Interchange 5 southbound on-ramp) and I-690 (Interchange 4 southbound

- off-ramp), including widening and rehabilitation of the existing bridge over the CSX railroad tracks
  - Construction of a third northbound (auxiliary) lane between I-690 (Interchange 4 northbound onramp) and Kirkville Road (Interchange 5 northbound off-ramp), including widening and rehabilitation of the bridge over the CSX railroad tracks
- Improvements to the new section of I-81 (former I-481) between Interchange 4 (I-690) and Interchange 3 (Dewitt/Fayetteville) including:
  - Reconstruct portions of the 4-lane to 3-lane merge between Interchange 4 (I-690 eastbound ramp) along I-81 southbound (former I-481) to Kinne Road bridge
  - Reconstruct and lengthen the auxiliary lane along I-81 northbound (former I-481 northbound) from Interchange 3 (Genesee Street to I-81 northbound on ramp) to Kinne Road bridge
- Reconstruct portions of Interchange 3 (Dewitt/Fayetteville) including:
  - Reconstruct and widen I-81 southbound (former I-481) off ramp to East Genesee Street westbound and install a traffic signal at the intersection of the off ramp and East Genesee Street. Reconstructed ramp to include turning lanes to East Genesee Street in both the east and west direction.
  - Remove the off ramp from I-81 southbound (former I-481) to East Genesee Street eastbound
  - Reconstruct a portion of the East Genesee Street westbound to I-81 southbound (former I-481) ramp and merging lane
  - Reconstruct and widen a portion of East Genesee Street eastbound from approximately 250' west of Ambergate Road to the I-81 southbound (former I-481) bridge
- Improvements to the NYS Route 5/92 intersection (Lyndon Corners) including:
  - Construct an additional lane on East Genesee Street eastbound and Highbridge Road eastbound, beginning at approximately 600' west of the NYS Route 5/92 intersection continuing approximately 1000' east of the NYS Route 5/92 intersection
- Reconstruct the existing I-81/I-481 Southern Interchange including:
  - Demolish the existing ramp that connects northbound I-81 to northbound I-481
  - Demolish the existing ramp that connects southbound I-481 to southbound I-81
  - Demolish the existing ramp that connects southbound I-481 to northbound I-81
  - Demolish the existing ramp that connects East Brighton Avenue to existing I-81 northbound
  - Relocate existing East Glen Avenue to align with new I-81 southbound (former I-481) ramp to East Brighton Avenue and installation of a traffic signal; this work to include four ramps at East Glen Avenue: BL 81 southbound (former I-81) to East Glen Avenue, East Glen Avenue to BL 81 southbound (former I-81), I-81 northbound to East Glen Avenue and East Glen Avenue to BL 81 northbound (former I-81)

- Construct a new ramp from existing I-81 northbound to new BL 81 northbound (former I-81)
- Construct a new 2 lane portion of BL 81 southbound (former I-81) to I-81 southbound
- Construct a new ramp from BL 81 southbound (former I-81) to new I-81 northbound (former I-481)
- Construct a new 2 lane mainline roadway from existing I-81 northbound to new I-81 northbound (former I-481)
- Construct a new 2 lane mainline roadway from new I-81 southbound (former I-481) to I-81 southbound
- Remove five existing bridges and construct six new bridges
- One bridge replacement
- Minor Rehabilitation of 1 bridge

To the extent there is any conflict between the above general description and the NYSDOT's express designation of work (or the absence of any designation) in its bid specifications for a Prime Contractor, the NYSDOT's express designation (or absence of designation) shall be controlling and determinative of whether work is Project Work within the scope of this Agreement. Any work not included in the NYSDOT's PC bid specifications is not covered Project Work under this Agreement.

Specifically excluded from coverage under this Agreement is: (1) all work relating to bids solicited and/or work awarded prior to the execution of this Agreement by the parties and/or approval of it by the NYSDOT, (2) maintenance and repair work performed in the normal course of the NYSDOT's operations; (3) any work to be completed by the NYSDOT or any of its operating contractors and/or vendors; (4) off-site work not subject to coverage under Section 220 of the New York State Labor Law.

## **SECTION 2. TIME LIMITATIONS**

This Agreement shall be limited to Project Work performed under the NYSDOT's PC contract (subject to exclusions noted herein) provided that this Agreement is approved by the NYSDOT and by the Central and Northern New York Council and each Local Union and shall terminate when New York State Department of Transportation determines that the PC has completed all work of his contract and declares the work covered by this agreement is complete. This Agreement may be extended by mutual written agreement of the parties.

## **SECTION 3. EXCLUDED EMPLOYEES**

Notwithstanding the provisions of Section 1, the following persons/entities (and the work performed by them) are not subject to the provisions of this Agreement, even though performing work on or in connection with the Project:

- a. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/ assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards,



technicians, non-manual employees, and all professional, engineering, administrative and management persons;

- b. The NYSDOT, any State or Federal agency, authority or entity or any municipality or other public employer, and any of their employees; the NYSDOT's designee and its employees; and any operations contractor, and its employees, employed by the NYSDOT,
- c. Entities (and their employees) engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of Project components, materials, equipment or machinery or involved in deliveries to and from site of Project Work including granular materials, concrete and/or ready-mix, asphaltic materials, soils and spoils (dedicated off-site work to which § 220 of New York's Labor Law applies is not excluded from coverage);
- d. Equipment suppliers (and their employees) performing and/or assisting in on-site equipment installation (where required by the supplier or as needed for warranty coverage) and on-site equipment warranty work, including but not limited to security and fire alarm systems suppliers, audio/visual equipment suppliers, ticketing systems equipment suppliers, and vendor related food service equipment suppliers;
- e. Entities (and their employees) engaged in geophysical testing;
- f. Entities (and their employees) engaged in laboratory, specialty testing, inspections, or surveying pursuant to a professional services agreement between the NYSDOT, the PC, or any of the NYSDOT's other professional consultants, and such laboratory, testing, inspection or surveying firm.
- g. Individuals engaged in on-site surveying as direct hires of a signatory Contractor, rather than pursuant to a professional services contract with the NYSDOT, the PC or any of the NYSDOT's other professional consultants, are covered by this Agreement; and
- h. Third parties (and their employees) engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, water, telephone companies, and railroads.

#### **SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES**

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Project Work. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the NYSDOT or its designee, the PC and/or any other Contractor. The Agreement shall not apply to the NYSDOT or its designee or any state

or federal agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the NYSDOT or their employees or any NYSDOT, or state or federal authority, agency or entity and its employees or Contractors from performing on or off-site work related to the Project. As the contracts which comprise Project Work are completed and accepted by the NYSDOT and/or its designee, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the PC for explicit performance under the terms of this Agreement.

## **ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT**

### **SECTION 1. PRE-HIRE RECOGNITION**

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within the scope of this Agreement as defined in Article 3. With respect to craft employees performing work which falls within the jurisdiction of a non-signatory craft, the Council shall be the sole and exclusive bargaining representative for those employees (and throughout this Agreement references to "Local Union" shall include the Council acting in that capacity).

### **SECTION 2. UNION REFERRAL**

The Contractors agree to hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the applicable Local Unions' area collective bargaining agreements (listed in Schedule A to this Agreement). Notwithstanding this, the Contractors shall have sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid-off (except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to any required show-up allowance. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of Project craft employees hired within its jurisdiction from any source other than referral by the Union.

A Contractor may request by name, and the Local must honor, referral of persons who have applied to the Local for Project Work and who meet the following qualifications:

- (1) possess any license required by NYS law for the Project Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (4) have the ability to safely perform the basic functions of the applicable trade.

No more than 25 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). Employees hired under ARTICLE 4 SECTION 5. INCENTIVE BASED HIRING PREFERENCES shall not be subject to qualifications requirements (2) and (3) above. Craft forepersons and/or general forepersons may be included in this 25 percent. If requested by the appropriate Union, a Contractor utilizing this provision for by-name referrals will furnish the Union with a written certification that the individuals requested for referral meet the requirements of (1) - (4) above.

It is understood that the first three employees per Contractor by craft shall be obtained through the Local Unions' job referral system and hiring halls; the 4th employee may be requested under the special provisions set forth above; and so on.

C. Notwithstanding the foregoing, a Contractor (including a subcontractor of any tier) who employs craft labor to perform work which falls within the craft jurisdiction of a non-signatory craft may obtain its workforce from any qualified source, including completely from its pre-existing workforce. Where appropriate, that Contractor will consider qualified participants in NYSDOT approved training programs for work opportunities.

### **SECTION 3. NON-DISCRIMINATION IN REFERRALS**

The Local Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

### **SECTION 4. MINORITY/ FEMALE REFERRALS**

The Unions recognize and acknowledge that Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to acknowledge that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex (including gender identity or

expression), sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

## **SECTION 5. INCENTIVE BASED HIRING PREFERENCES**

The Project will target employment of residents located in specific zip codes within the City of Syracuse and Onondaga County, as well as residents of the Onondaga Nation Reserve where median incomes are disproportionately low and unemployment levels are considerably higher than that of the Region. Two incentive tiers will be utilized.

Tier 1 workers shall be workers from the Onondaga Nation territory or from the zip codes 13202, 13203, 13204, 13205, 13207, 13208, 13210, 13224 or 13290, or from zip codes 13206 or 13214 that reside within the City of Syracuse. Residents of 13206 and 13214 will need to confirm they live in the City of Syracuse. Tier 2 workers shall be Tier 1 qualifications who will also face one of the following barriers: being a custodial single parent, receiving federally funded housing assistance, receiving HEAP, SNAP, or Medicaid, lacking a GED or high school diploma, having a criminal conviction, or emancipated from the foster care system.

Local hires need to reside in the target area for at least 6 months before being hired.

The Unions recognize that the maximum incentive for the project is 15% of the overall project hours. If a Local Union is unable to fill any request for Tier 1 or Tier 2 employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted) the Contractor may employ qualified applicants from any other available source.

## **SECTION 6. CROSS AND QUALIFIED REFERRALS**

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

Consistent with law and its rules, the Unions will make every reasonable effort to provide a preference in referrals to Contractors for qualified journeymen and apprentices who reside within the geographic boundaries of the NYSDOT.

## **SECTION 7. UNION DUES**

No employee shall be discriminated against because of the employee's union membership or lack thereof. Each Contractor shall deduct from each employee's wages all uniform dues and working assessments the employee has voluntarily authorized in writing as set forth in the employee's applicable Schedule A local agreement and remit the same to the applicable local Union.

Each Contractor shall be responsible for and guarantee the payment of all remittance to the appropriate Local Union of the applicable union dues payable by its employees working on the Project. The Local Unions and/or the Central and Northern New York Council shall notify the Contractor, the PC, and NYSDOT's project manager within 48 hours whenever a Contractor or Subcontractor, including the PC, fails to make a required payment and such delinquency remains outstanding after 30 days. Notification must be in writing and may be by email. If written notice of such a delinquency is received by the Contractor within that 48-hour period, the Contractor shall notify the PC and NYSDOT's project manager immediately, but, in any case, within 24 hours. If NYSDOT or the PC receives notice of a delinquency, NYSDOT may and the PC shall withhold from any payment, based upon the work of the delinquent Contractor and/or Subcontractor, the amount of that dues payment delinquency, up to the total amount due until any dispute regarding the delinquency has been resolved. The PC shall have no other obligation with respect to dues remittances owed by any Contractor (or its Subcontractor); but the PC shall continue to be obligated with respect to dues payment based on work done by the PC. If notice of a delinquency is not received by NYSDOT within the required time periods, NYSDOT shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

## **SECTION 8. CRAFT FOREPERSONS AND GENERAL FOREPERSONS**

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor. All forepersons shall take orders exclusively from the designated Contractor representatives. All forepersons shall be designated as working forepersons at the request of the Contractor.

## **ARTICLE 5 - UNION REPRESENTATION**

### **SECTION 1. LOCAL UNION REPRESENTATIVE**

Each Local Union signatory to this Agreement shall be entitled to designate in writing (copy to Contractor involved, the PC and the NYSDOT or its designee) two representatives, and/or the Business Manager, who shall be afforded reasonable access to Project Work.

### **SECTION 2. STEWARDS**

Each Local Union shall have the right to designate one working journey person as a Steward and one alternate for each Contractor and shall notify the Contractor and PC of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards.

In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any

other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

The Stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

### **SECTION 3. LAYOFF OF A STEWARD**

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

## **ARTICLE 6 - MANAGEMENT'S RIGHTS**

### **SECTION 1. RESERVATION OF RIGHTS**

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual (as determined by the Contractor or PC) and/or joint working efforts with other employees shall be permitted or observed.

### **SECTION 2. MATERIALS. METHODS & EQUIPMENT**

There shall be no limitation or restriction under this Agreement upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. Contractors may, without restriction under this Agreement, install or use materials, supplies or equipment regardless of their source. Except as provided in Article 3, Section 3, the on-site installation or application of such items shall be performed by the craft having jurisdiction over this work; provided, however, even then it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the PC or Contractor. There shall be no restrictions as to work which is performed off-site except as may be imposed by law.

## **ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS**

### **SECTION 1. NO STRIKES-NO LOCK OUT**

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, bannering, demonstrations or other disruptive activity at or in proximity to the Project Site or any other site where Project Work is performed for any reason by any Union or employee against the NYSDOT or its designee, PC or any Contractor or other employer while performing any work at that site. There shall be no other Union or concerted or employee activity related to Project Work which disrupts or interferes with the operation of any NYSDOT facility or function wherever located. Failure of any Union or employee to cross any picket line or banner line established by any union, signatory or non-signatory to this Agreement, or the picket, banner or demonstration line of any other organization, at or in proximity to the Project Site or any other site where Project Work is performed or could be adversely affected is a violation of this Article. There shall be no lockout in connection with Project Work by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction, the free flow of traffic in, out and around the Project Site and/or any other Project Work site, and unimpeded operation of the NYSDOT facilities and functions for the duration of this Agreement.

### **SECTION 2. DISCHARGE FOR VIOLATION**

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 working days.

### **SECTION 3. NOTIFICATION**

If a Contractor contends that any Union has violated this Article, it will notify the Central and Northern New York Council, with copies of the notification to the Local Union, the Owner or its designee. The Central and Northern New York Council shall instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. If the Central and Northern New York Council complies with these obligations, it shall not be liable for the unauthorized acts of a Local Union or its members.

### **SECTION 4. EXPEDITED ARBITRATION**

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

A party invoking this procedure shall notify Robert Rabin, Jeffery Selchick, or Thomas Rinaldo who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 48 hours of notice, the next Arbitrator on the list shall be called. If for any reason none of the foregoing are available, the PC and Council shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which



the Arbitrator shall be selected. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International affiliate, the Central and Northern New York Council, and the PC and the NYSDOT or its designee.

The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Central and Northern New York Council, the PC, and the NYSDOT or its designee, hold a hearing within 48 hours of receipt (excluding Sundays and holidays) of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours (excluding Sundays and holidays) after the notice required by Section 3, above. Any hearing shall be held in Syracuse, New York unless the parties and the NYSDOT or its designee mutually agree otherwise.

All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or email, confirmed by overnight delivery, to the Arbitrator, Contractor, PC, NYSDOT or its designee, Central and Northern New York Council and Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor, PC, NYSDOT or its designee, Central and Northern New York Council and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union and Contractor involved and to the PC and NYSDOT or its designee. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

## **SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION**

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

## **ARTICLE 8 - LABOR MANAGEMENT COMMITTEE**

### **SECTION 1. SUBJECTS**

The Project Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interest; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project Work. The PC shall take notes of all meetings and distribute them to the Committee.

### **SECTION 2. COMPOSITION**

The Committee shall be comprised of three designees of the Central and Northern New York Council and three designees of the PC (at least one of which will come from the PC), and representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may elect its own chair. The Committee may conduct business through mutually agreed sub-committees.

## **ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE**

### **SECTION 1. CLOSE COOPERATION**

This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

### **SECTION 2. IMPORTANCE TO ALL PARTIES**

The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

### **SECTION 3. PROCEDURE**

Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the PC (if it so chooses) shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The Contractor shall keep the meeting minutes and shall respond to the Union representative 'in writing (copying the PC) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the Relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or any Contractor (including the PC) have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. If the parties are unable to agree upon an arbitrator, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s). Any hearing will be held in Syracuse, New York unless the parties, including the NYSDOT or its designee, mutually agree otherwise.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The PC, NYSDOT or its designee shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

#### **SECTION 4. LIMITATION AS TO RETROACTIVITY**

No arbitration decision or award may provide retroactivity of any kind prior to the date of service of the grievance under Step 1 or 28 days prior to the date of service of the written grievance on the PC and the involved Contractor or Local Union under Step 2, whichever period is shorter.

### **ARTICLE 10 - JURISDICTIONAL DISPUTES**

#### **SECTION 1. ASSIGNMENT**

The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the National Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "National Plan") or any successor Plan approved by the Building & Construction Trades Department, AFL-CIO.

#### **SECTION 2. PROCEDURE FOR SETTLEMENT OF DISPUTES**

All jurisdictional disputes involving Project Work between or among parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement with respect to Project Work.

#### **SECTION 3. NO INTERFERENCE OF WORK**

All Jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

#### **SECTION 4. PRE-JOB CONFERENCE**

Each Contractor or subcontractor of any tier will conduct a pre-job conference with the Central and Northern New York Council prior to commencing work. The PC and the NYSDOT or its designee will be advised in advance of all such conferences and may participate if they wish.

In conjunction with the pre-job conference, each Contractor shall complete the attached Pre-Job Questionnaire form (Schedule C) to identify all Subcontractors and indicating what trades will be used to perform the Project work "Proposed Trade Assignments". This form shall be submitted to the Central and Northern New York Council at least fourteen (14) days in advance of the commencement of work. If any Local Union(s) objects or disagrees to the Proposed Trade Assignment of either the Prime Contractor, Contractor or Subcontractor, the Local Union will state

its objection and there shall be a good faith discussion among the Contractor or Subcontractor and the objecting Local Union and other affected Unions to resolve objections to the trade assignment. If no resolution is reached, any involved Local Union may submit their position in writing together with support documentation within seven (7) calendar days to the Prime Contractor, Contractor or Subcontractor with a copy to all affected Local Unions. The Prime Contractor, Contractor or Subcontractor will review all submitted supporting documentation regarding the Proposed Trade Assignments and will submit to the Contractor, the Central and Northern New York Council, and all affected Local Unions a "Final Trade Assignment" letter within fourteen (14) days calendar days of the pre-job meeting at which the Proposed Trade Assignments were made. Any unresolved disputes concerning trade assignments shall be handled in accordance with Section 10.1, 10.2, and 10.3 of this Article in accordance with the present Plan established by the Building and Construction Trades Department.

## **ARTICLE 11 - WAGES AND BENEFITS**

### **SECTION 1. CLASSIFICATION AND BASE HOURLY RATE**

Subject to the provisions of this Agreement, all employees covered by this Agreement shall be classified in accordance with the work performed and paid the base, straight time hourly wage rates applicable for those classifications as required by the applicable New York State Labor Law Section 220 prevailing wage determination.

### **SECTION 2. EMPLOYEE BENEFITS/SUPPLEMENTS**

A. Except as may be modified by this Agreement (to the extent permitted by law), the Contractors agree to pay employee benefits/supplements on behalf of all of their employees covered by this Agreement in the amounts required by the applicable Section 220 schedule in effect.

Except as provided below and in 2B, the Contractors agree that such payments shall be made to those established jointly trustee employee benefit funds designated in Schedule A, and in the amounts so designated, to the extent such amounts are required by Section 220 and payment to a Schedule A fund satisfies that obligation. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if they similarly fall within Section 220. Contractors shall not be required to contribute to non-Section 220 benefits, trusts or plans or beyond Section 220 required amounts.

B. Notwithstanding Article 11 Section 2A, Contractors who designate employees pursuant to Article 4 Section 2B, may satisfy the above benefit obligation with respect to those employees by: (i) providing those employees with coverage under their own bona fide private benefit plans, provided such plans satisfy the requirements of the Internal Revenue Code, (ii) by electing to pay into the applicable jointly held trustee funds designated on Schedule A on their behalf, or (iii) by including the full amount of such benefit in the employee's wages. When the benefit payments are paid into private plans, the payments to be made on behalf of those employees must equal the total supplement amount set forth at the Wage and Benefit sheet referred in Section 1 of this Article and must be consistent with the requirements of Section 220, and any shortfall must be included in the employee's wages.

The option for a private plan equivalent supplement or payment of benefits in employee wages shall not apply to contributions into Joint Apprentice Training Committee (JATC) or similar apprentice funds designated on Schedule A if the Contractor does not have an apprentice training program approved by the Department of Labor. Upon request by the Council, any contractor providing coverage to Article 4, Section 2B employees under private benefit plans will provide the Council with documentation of benefit payments made to individual employees during the term of their employment on the Project.

C. Contractors who exercise the option under Article 11 Section 2B of this Article to pay into their own private benefit plans or pay cash in the envelop rather than the applicable jointly trusted funds designated in Schedule A shall be responsible for and guarantee employee benefit/supplement payments and shall indemnify and hold harmless the jointly trusted funds designated in Schedule A against any and all benefit/supplement claims by its employees. Employees who exercise this option shall sign a waiver included as Schedule E. Contractors shall not be allowed to exercise the above-referenced option under Article 11, Section 2.B, unless and until a Schedule E waiver is executed by each employee exercising the option and such waiver is delivered to the Project Manager and the Council.

D. Contractors who contribute to jointly trusted funds under this Section agree to be bound by the written terms of the legally-established jointly trusted Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Project Work and only for those employees to whom this Agreement requires such benefit payments. Notwithstanding the foregoing, a Contractor's liability shall be at all times limited to the amount of contributions required to be made to the Trust Funds.

E. Each Contractor shall be responsible for and guarantee the payment of all required fringe benefits for Project Work. The Local Unions and/or the Council shall notify the PC, the NYSDOT and the Contractor or Subcontractor within 48 hours whenever a Contractor or Subcontractor fails to make a required benefit payment and such delinquency remains outstanding after 30 days. Notification must be in writing and may be by email. If the PC and NYSDOT receives notice of a delinquency by Contractor or Subcontractor, the NYSDOT may place the funds equivalent to the delinquency into escrow or otherwise withheld from any funds due the Contractor or Subcontractor, up to the total amount due, until the delinquency is resolved. The NYSDOT shall have no other obligation with respect to contributions owed by any Contractor (or its Subcontractor), but the Contractor shall continue to be obligated with respect to contributions based on work done by the Contractor. If notice of a delinquency is not received by the NYSDOT or the PC within the required time periods, the NYSDOT shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

Any payment otherwise required under any CBA with the exception of those expressly required under Section 220 separate and apart from wages and fringe benefits shall not be required.

## **ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS**

### **SECTION 1. WORK WEEK AND WORK DAY**

A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:

(1) Five-Day Work Week: Monday - Friday; 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.

(2) Four-Day Work Week: Monday - Thursday, 4 days, 10 hours plus 1/2 hour unpaid lunch period each day.

B. The Day Shift shall normally commence between the hours of 6:00 am. and 9:00 a.m., although there may be times when NYSDOT or its designee may require the day shift to start as early as 5:00 a.m. Starting and quitting times shall occur at the site as designated by the Contractor.

C. Scheduling - The Contractor shall have the option of scheduling either a five-day or four-day work week and work day hours consistent with Project Work requirements and scheduling. When conditions beyond the control of the Contractor, such as weather, power failure, fire or natural disaster, prevent the performance of Project Work on a regularly scheduled work day, the Contractor may schedule Friday (where on 4, 10's) or Saturday (where on 5, 8's) during that calendar week in which a workday was lost, at straight time pay, providing the employees involved have not otherwise worked more than 40 hours during that work week. In the event the employees involved have worked more than 40 hours during that work week they will receive time and one-half pay for the hours in excess of 40. An individual employee shall not be penalized for inability to work a Friday or Saturday make-up day. It shall be the employee's responsibility to notify the Employer and Union involved that they will not be working that day.

D. Notice - Contractors shall provide not less than 5 working days prior notice to the Local Union involved as to the work week and work hour schedules (including any changes in the work schedule) to be worked or such lesser notice as may be mutually agreed upon.

### **SECTION 2. OVERTIME/PREMIUM PAY**

Unless provided differently in this Agreement, overtime and/or premium pay for hours outside of the standard work week and work day, described in Section 1 above, shall be paid in accordance with the applicable Schedule A (or where there is no applicable Schedule A then as required by the wage and supplement schedule under Labor Law Section 220), except that overtime/premium pay shall not exceed 1 and 1/2 times the base rate for any hours worked Monday through Saturday. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked. "There shall be no pyramiding of overtime/premium pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime. Holiday pay, if any, will be paid in accordance with Article 12, Section 4 below.

### **SECTION 3. SHIFTS**

A. Flexible Schedules-Scheduling of shift work shall remain flexible in order to meet Project schedules and existing conditions. It is not necessary to work a day shift in order to schedule a second or third shift. Any combination of shifts may be used (including only a second shift or only a third shift.) Shifts must have prior approval of the NYSDOT or its designee and must be scheduled with not less than five work days notice to the Local Union.

B. Second/or Third Shifts - The second shift will normally start between 4:30 p.m. and 7:30 p.m. and the third shift will normally start after 7:30 p.m. and in each case shall be paid the lesser of a shift differential of 5% and 10%, respectively, or the differential required by Section 220. There shall be no reduction in hours worked on a second and/or third shift, except that when 3 shifts are working together, the length of one or more shifts can be reduced to accommodate a 24 hour day and only actual hours worked will be paid.

C. Flexible Starting Times - The foregoing shift starting times can be adjusted by the Contractor, with the NYSDOT or its designee's approval, as necessary to fulfill Project requirements, subject to the notice requirements of paragraph A.

Four Tens - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time. Should a work assignment extend for more than ten hours, hours 11, 12, and 13 shall be paid at 1 and ½ time base. Hour 14 and thereafter shall be paid at 2 times base.

Night Shift – There shall be no wage rate premium for Night Shift work.

### **SECTION 4. HOLIDAYS**

A. Schedule- There shall be 8 recognized holidays on the Project:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day  
Martin Luther King Day  
Juneteenth

All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the preceding Friday and those which occur on Sunday shall be observed on the following Monday.



B. Payment – There shall be no payment for holidays if not worked. Any premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized or observed.

## **SECTION 5. REPORTING PAY**

A. Employees who report to the work location pursuant to a regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive the greater of an allowance for travel costs equal to one hour's pay or pay for any hours actually worked, but not both. (Such payment is in lieu of any reporting or similar pay provided for in an applicable Schedule A.) The allowance for travel costs is not to be considered as wages nor is it to be included in the calculation of any benefits.

B. When an employee who has completed their scheduled shift and left the Project site is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A, at the employee's straight time rate, unless overtime rates otherwise apply.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty (unless required under Section 220), high time or other special payments of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article.

## **SECTION 6. PAYMENT OF WAGES**

A. Payday - Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m, on Thursdays. A Contractor who fails to make payments on the designated day shall be subject to a late fee of \$50.00/day per employee until payment is issued. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days' wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages and the prevailing rate of wage for the employee's particular job classification, as required by Section 220 of the New York State Labor Law.

B. Termination- Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

## **SECTION 7. EMERGENCY WORK SUSPENSION**

A Contractor may, if considered necessary for the protection of life, property, and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

## **SECTION 8. INJURY/DISABILITY**

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still Project Work available for which the employee is qualified and able to perform.

## **SECTION 9. TIME KEEPING**

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

## **SECTION 10. MEAL PERIOD**

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

## **SECTION 11. BREAK PERIODS**

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

## **ARTICLE 13 – APPRENTICES**

### **SECTION 1. RATIOS**

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males,

Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices registered in a NYS certified program (and such other appropriate classifications as are contained in the applicable Schedule A) in a ratio not less than 33% of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provides for a higher percentage, in which case that will apply. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A. The Local Unions shall maintain sufficient apprenticeship slots to meet Project Work needs.

## **SECTION 2. DEPARTMENT OF LABOR**

To assist the Contractors in attaining a maximum effort in connection with Project Work, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that individuals qualified under ARTICLE 4 SECTION 5. INCENTIVE BASED HIRING PREFERENCES are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project may be first year, apprentices hired through the INCENTIVE BASED HIRING PREFERENCES Section of this agreement. The Local Unions will cooperate with Contractor requests for such referrals to meet this Contractor effort.

## **ARTICLE 14 - SUBCONTRACTING**

No Contractor or subcontractor will subcontract any Project Work except to a person, firm or corporation who is or agrees to become party to this Agreement. Any Contractor or subcontractor working on the Project shall, as a condition to working on said Project, sign a Letter of Assent and perform all Project Work under the terms of this Agreement, including Article 4 which requires that all workers used for Project Work be represented by the Local Unions signatory to this agreement. Project Work may be contracted/subcontracted to any Contractor or subcontractor who is or agrees to become party to this Agreement.

## **ARTICLE 15 - DIVERSITY**

The Unions and Contractors recognize the importance of fostering participation and growth of Disadvantaged Business Enterprises (DBEs) and agree that they will work cooperatively with the NYSDOT in support of its diversity efforts and its goals for DBEs. This cooperation includes working with NYSDOT to participate in informational recruitment seminars and other such activities as scheduled by NYSDOT and the PC as well as active individual Contractor outreach to encourage participation.

## **ARTICLE 16 - HELMETS TO HARDHATS**

### **SECTION 1.**

The Contractors and the Unions also recognize a desire to facilitate the entry into the Building and Construction Trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve its a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

## **SECTION 2.**

The Contractors and the Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE 17 - SAFETY PROTECTION OF PERSON AND PROPERTY**

### **SECTION 1. SAFETY AND SECURITY REQUIREMENTS**

Each Contractor will ensure that applicable OSHA, NYSDOT, and PC mandated Project Safety Program requirements, are at all times maintained and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner, subject to required security protocols, and protect themselves and the property of the Contractor and NYSDOT from injury or harm. Failure to do so may be grounds for discipline, including discharge.

### **SECTION 2. CONTRACTOR RULES**

Employees covered by this Agreement shall at all times also be bound by the reasonable safety, security, and visitor rules as established by the PC, Contractors, and/or NYSDOT. Such rules will be published and posted in conspicuous places throughout the work site.

### **SECTION 3. INSPECTIONS**

The Owner or its designee, Contractors and PC retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

## **ARTICLE 18 - NO DISCRIMINATION**

### **SECTION 1. COOPERATIVE EFFORTS**

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age, union or non-union status, or any other status protected by law, in any manner prohibited by law or regulation. It is recognized that special procedures may be established by mutual agreement among

Contractors and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

## **SECTION 2. LANGUAGE OF AGREEMENT**

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

## **ARTICLE 19 - GENERAL TERMS**

### **SECTION 1. PROJECT RULES**

The PC and/or the Contractors shall establish from time to time such reasonable work rules (which may include pre-hire and post-hire drug testing rules) as are appropriate for the good order of the Project Work. These rules will be explained at the pre-job conference (if then existing) and posted at the site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

### **SECTION 2. TOOLS OF THE TRADE**

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

### **SECTION 3. SUPERVISION**

Employees shall work under the supervision of the craft foreperson or general foreperson.

### **SECTION 4. TRAVEL ALLOWANCES**

There shall be no payments for travel expenses, travel time, parking, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

### **SECTION 5. FULL WORK DAY**

Employees shall be at their work area at the starting time established by the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

## **ARTICLE 20 - COOPERATION**

To the extent permitted by law, the parties intend for the provisions of this Agreement to control in the event of a conflict between this Agreement and any provision of New York State Labor Law. Towards that end, the PC, Contractors and the Unions will cooperate in seeking any NYS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

## **ARTICLE 21 - SAVINGS AND SEPARABILITY**

### **SECTION 1. THIS AGREEMENT**

In the event that the application of any provision of this Agreement is enjoined, on either on an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void. In such event, the remainder of the Agreement shall remain in full force and effect, to the extent allowed by law, for contracts or work already bid and/or awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

### **SECTION 2. THE BID SPECIFICATIONS**

. In the event that the NYSDOT's bid specifications, or any other action taken by the NYSDOT or the PC, requiring that a successful bidder or other recipient of Project Worker become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, then such specification or other action, and with it Article 2, Section 6, shall be rendered, temporarily or permanently, null and void. In such event, this Agreement shall remain in full force and effect to the extent allowed by law for contracts or work already bid and/or awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

### **SECTION 3. NON-LIABILITY**

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the NYSDOT, the Owner's Representative, any Contractor, nor any signatory Union shall be liable under this Agreement or otherwise, directly or indirectly, for any action taken, or not taken, in order to comply with any court order, injunction or determination, Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other retroactive action will be required if the original court determination is reversed. Contracts shall be awarded on the basis of the specification issued unless those specifications have been enjoined or otherwise ruled unlawful, in which case the award, if any, shall be based on the specification as modified to meet any applicable court order.

### **SECTION 4. NON-WAIVER**

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to bound Contractors and signatory Unions.

## **ARTICLE 22 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS**

### **SECTION 1. CHANGES TO AREA CONTRACTS**

A. To the extent applicable to the Project Work, Schedule A to this Agreement shall continue in effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the PC in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project Work, and their effective dates. Such changes, including changes in wage and benefit/supplement rates, shall only be effective to the extent consistent with this Agreement.

B. It is agreed that any provisions negotiated into Schedule A will not apply to work on this Project if such provisions are less favorable to Project Work than those uniformly required of Contractors for construction work, other than Project Work, normally covered by those agreements; nor shall any provision be recognized or applied to Project Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

### **SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS**

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting Project Work by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out with respect to Project Work affecting a Local Union during the course of such renegotiations.

## **ARTICLE 23 - WORKERS' COMPENSATION ADR**

The parties agree that the PC may implement a Workers' Compensation Alternative Dispute Resolution program which is consistent with Section 25 (2-C) of the New York Workers' Compensation Law. The final terms of the program shall be determined by the PC, after consultation with the Union. If the PC is not satisfied with the cost savings to be generated by such a program, it may, in its discretion, decline to implement, or at any time after implementation decline to continue, that program.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

FOR PRIME CONTRACTOR

BY \_\_\_\_\_  
(Name/Title)

**FOR THE BUILDING & CONSTRUCTION TRADES  
CENTRAL AND NORTHERN NEW YORK BUILDING CONSTRUCTION TRADES  
COUNCIL**

BY: \_\_\_\_\_  
(Name/Title)

**FOR THE LOCAL UNIONS**

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS,  
LOCAL NO. 30

BY: \_\_\_\_\_  
(Name/Title)

BOILERMAKERS' UNION LOCAL NO. 175

BY: \_\_\_\_\_  
(Name/Title)

BRICKLAYERS AND ALLIED CRAFT LOCAL NO. 2

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 43

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON  
WORKERS LOCAL NO. 60

BY: \_\_\_\_\_  
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO.633

BY: \_\_\_\_\_



(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 158

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING  
DIVISION LOCAL 158

BY: \_\_\_\_\_  
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPEFITTING INDUSTRY LOCAL 81

BY: \_\_\_\_\_  
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 195

BY: \_\_\_\_\_  
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 58

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS LOCAL NO. 317

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 62

BY: \_\_\_\_\_  
(Name/Title)

DISTRICT COUNCIL NO. 4 GLAZIERS LOCAL NO. 677

BY: \_\_\_\_\_  
(Name/Title)

DISTRICT COUNCIL NO. 4 PAINTERS LOCAL NO. 31

BY: \_\_\_\_\_  
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL NO. 669

BY: \_\_\_\_\_  
(Name/Title)

MILLWRIGHTS LOCAL UNION 1163

BY: \_\_\_\_\_  
(Name/Title)

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS, LOCAL 277

BY \_\_\_\_\_  
(Name/Title)

OPERATIVE PLASTERERS & CEMENT MASONS LOCAL NO. 111

BY: \_\_\_\_\_  
(Name/Title)

PLASTERERS & CEMENT MASONS LOCAL NO. 9

BY: \_\_\_\_\_  
(Name/Title)

## **SCHEDULE A – LOCAL COLLECTIVE BARGAINING AGREEMENTS**

ARTICLES OF AGREEMENT between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS & HELPERS, AFL-CIO and THE FIRMS WHOSE SIGNATURES ARE AFFIXED HERETO January 1, 2022 – December 31, 2024

BRICKLAYERS & ALLIED CRAFTWORKERS BUILDING AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC. CONSTRUCTION EMPLOYERS ASSOCIATION OF CNY, INC. and BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION NO. 2, NY June 1, 2021 – May 31, 2026

BRICKLAYERS & ALLIED CRAFTWORKERS HEAVY & HIGHWAY AGREEMENT between EASTERN CONTRACTORS ASSOCIATION, INC. & CONSTRUCTION EMPLOYERS ASSOCIATION OF CENTRAL NEW YORK, INC. and BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION NO. 2, NY/VT June 1, 2021 – May 31, 2026

NORTHWEST REGIONAL AGREEMENT between THE ASSOCIATIONS and the NORTHEAST REGIONAL COUNCIL OF CARPENTERS of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA June 1, 2021 – May 31, 2026

MEMORANDUM OF AGREEMENT between LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC and NORTHEAST REGIONAL COUNCIL OF CARPENTERS UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA May 1, 2022 – April 30, 2025

AGREEMENT between LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC and NORTHEAST REGIONAL COUNCIL OF CARPENTERS UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA May 1, 2019 – April 30, 2022

MEMORANDUM OF AGREEMENT between CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION and CEMENT MASONS LOCAL UNION NO. 111 May 15, 2021 – June 31, 2026

AGREEMENT between CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION, INC. and the CEMENT MASONS' LOCAL UNION NO. 111 May 15, 2016 – May 14, 2021

INSIDE CONSTRUCTION AGREEMENT by and between LOCAL UNION 43, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and FINGER LAKES, NY CHAPTER NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION June 1, 2021 – May 31, 2024

AGREEMENT by and between the NATIONAL ELEVATOR BARGAINING ASSOCIATION and the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS July 9, 2022 – July 8, 2027

COLLECTIVE BARGAINING AGREEMENT of INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES OF AMERICA & CANADA AFL-CIO DISTRICT COUNCIL #4 GLAZIERS ARCHITECTURAL METAL & GLASSWORKERS OF WESTERN NEW YORK and INDEPENDENT CONTRACTORS May 1, 2022 – April 30, 2025

AGREEMENT between THE INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ALLIED WORKERS LOCAL NO. 30 SYRACUSE, NEW YORK and THE SYRACUSE INSULATION CONTRACTORS May 1, 2020 – April 30, 2023

WORKING AGREEMENT between THE IRON WORKERS UPSTATE LOCALS OF NEW YORK AND VICINITY, CONSISTING OF INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRON WORKERS LOCAL UNIONS NOS. 6, 9, 12, 33, 60 AND 440 and UPSTATE IRON WORKER EMPLOYERS ASSOCIATION, INC. July 1, 2021 – June 30, 2024

WORKING AGREEMENT between LABORERS INTERNATIONAL UNION OF NORTH AMERICA UPSTATE NEW YORK LABORERS LOCAL UNION NO. 633 and CONSTRUCTION EMPLOYERS ASSOCIATION OF CENTRAL NEW YORK, INC. June 1, 2018 – May 31, 2022

AGREEMENT between LABOR RELATIONS DIVISION CENTRAL NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE, LLC and LOCALS 633, 785 AND 1822 LABORER’S INTERNATIONAL UNION OF NORTH AMERICA April 1, 2019 – March 31, 2022

MILLWRIGHT AGREEMENT between THE EASTERN MILLWRIGHT REGIONAL COUNCIL representing MILLWRIGHTS LOCAL UNION 1163 and the MILLWRIGHT CONTRACTORS, ASSOCIATION, INC. June 1, 2021 – May 31, 2024

OPERATING ENGINEERS BUILDING AGREEMENT between THE ASSOCIATIONS and LOCAL NO. 158 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS March 1, 2019 – February 28, 2023

AGREEMENT between LABOR RELATIONS DIVISION OF CENTRAL NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE, LLC and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 158 April 1, 2019 – March 31, 2023

UP-STATE NEW YORK TECHNICAL ENGINEERS AGREEMENT 2021-2026 between INDEPENDENT EMPLOYERS and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 17, 463, & 158 April 1, 2021 – March 31, 2026

MASTER COLLECTIVE BARGAINING AGREEMENT by and between PAINTERS DISTRICT COUNCIL NO. 4 and INDEPENDENT CONTRACTORS May 1, 2022 – April 30, 2027

PLASTERERS & CEMENT MASONS UNION LOCAL #9 BUFFALO, NEW YORK COLLECTIVE BARGAINING AGREEMENT April 1, 2020 – March 31, 2023

AGREEMENT by and between THE MECHANICAL TRADES AND MASTER PLUMBERS ASSOCIATION OF CENTRAL NEW YORK, INC. and PLUMBERS & STEAMFITTERS LOCAL 267 May 1, 2022 – April 30, 2024

AGREEMENT by and between ROOFING CONTRACTORS ASSOCIATION, INC. and LOCAL 195 OF NEW YORK UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, AFL-CIO June 1, 2022 – May 31, 2025

AGREEMENT by and between CENTRAL NEW YORK SHEET METAL CONTRACTORS ASSOCIATION INC. and LOCAL UNION NO. 58 OF SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION May 1, 2021 – April 30, 2026

AGREEMENT between NATIONAL FIRE SPRINKLER ASSOCIATION, INC. and ROAD SPRINKLER FITTERS' LOCAL UNION NO. 669 April 1, 2020 – March 31, 2025

WORKING AGREEMENT between TEAMSTERS LOCAL NO. 317 affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS and CONSTRUCTION EMPLOYERS ASSOCIATION OF CENTRAL NEW YORK, INC. June 1, 2019 – May 31, 2023

HEAVY AND HIGHWAY AGREEMENT with TEAMSTERS LOCAL 317 affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS June 1, 2022 – May 31, 2025

## **SCHEDULE B – LETTER OF ASSENT**

This is to certify that the undersigned Contractor:

1. has examined a copy of the Project Labor Agreement negotiated with the Central and Northern New York Building and Construction Trades Council, AFL-CIO and the signatory Unions for use on the I-81 Viaduct Project Phase 1 Contract 2 Project;

2. on behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made hereto;

3. has no commitments or agreements which would preclude its full compliance with the terms and conditions of this Project Labor Agreement; and

4. agrees to secure from any contractor(s) which is or becomes a subcontractor(s), a duly executed Letter of Assent in a form identical to this document prior to commencement of any work.

Name of Contractor:

\_\_\_\_\_  
Print

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE C – PRE-JOB QUESTIONNAIRE**

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
I-81 VIADUCT PROJECT PHASE 1 CONTRACT 1  
NYSDOT CONTRACT NUMBER D900064 (PIN 3501.91 )**

**PROPOSED TRADE ASSIGNMENTS  
PRE-JOB CONFERENCE**

**TO:** Central and Northern New York Building and Construction Trades Council

**CLIENT:** New York State Department of Transportation

**ADMINISTRATOR:** The Prime Contractor  
Fax: (XXX) XXX-XXXX

**CONTRACTOR:** \_\_\_\_\_

**CONTRACT#:** \_\_\_\_\_

**NAME OF PROJECT:** \_\_\_\_\_

**PURPOSE:** To make proposed jurisdictional trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety and job requirements.

**MEETING PLACE:** TBD  
(XXX) XXX-XXXX Office  
(XXX) XXX-XXXX Fax

**MEETING DATE:** \_\_\_\_\_

**RESPONSE DATE:** \_\_\_\_\_

**MEETING DATE:** \_\_\_\_\_

**\*\* PLEASE TYPE IN ALL INFORMATION \*\***

**1. SCOPE OF WORK:**

**2. ESTIMATED WORK SCHEDULE:**

**Approximate Commencement Date:** \_\_\_\_\_

**Approximate Completion Date:** \_\_\_\_\_

**3. ADDRESSES:**

**Job Location:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Company's Local Mailing Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Trust Fund Billing Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**4. CONTRACTOR PERSONNEL:**

**Project Manager:**

Office Telephone # \_\_\_\_\_

Mobile Telephone # \_\_\_\_\_

Fax Telephone # \_\_\_\_\_



**Superintendent:**

Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_  
Fax Telephone # \_\_\_\_\_

**Safety Representative:**

Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_  
Fax Telephone # \_\_\_\_\_

**Drug Test Result Coordinator:** (List in order of contact priority)

Name of First Contact: \_\_\_\_\_  
Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_

Name of Second Contact: \_\_\_\_\_  
Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_

Name of Third Contact: \_\_\_\_\_  
Office Telephone # \_\_\_\_\_  
Mobile Telephone # \_\_\_\_\_

**Dispatch Contact Personnel:** The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Referral procedures will be in accordance with the provisions contained within the Project Labor Agreement. The referral procedures are to be posted in the hiring halls in order to be in full compliance with the law.

**5. WORKFORCE PROJECTIONS:**

**Workforce Objectives:**

**Minority/Women Participation: 20 Percent of Hours by Craft (Federal Definition of Minority)**

CRAFT	PEAK No.	AVG No.	TOTAL HOURS	TIER 1 HOURS	TIER 1 %	TIER 2 HOURS	TIER 2 %
Asbestos Workers							
Boilermakers							
Bricklayers							
Carpenters							
• Carpenters							
• Pile Drivers							
• Millwrights							
Cement Masons							
Electrical (Inside Wiremen)							
Elevator Constructors							
Glaziers							
Insulators							
Ironworkers							
• Structural							
• Rebar							
Laborers							
Operating Engineers							
• Op. Engineers							
• Op. Engineers Technical							
Painters							
Pipefitters/Plumber							
Plasterers							
Roofers							
Sheetmetal Workers							
Sprinkler Fitters							
Teamsters							

## 6. OPERATIONAL INFORMATION

Shift Schedule: AM \_\_\_\_\_ to PM \_\_\_\_\_

Number of Shifts: \_\_\_\_\_

Pay Day: Thursday

End of Pay Period: \_\_\_\_\_

**First Aid Facilities:** Kits \_\_\_\_\_

**Sanitary Facilities:** Portable \_\_\_\_\_

**Job Site Telephone Number:** \_\_\_\_\_

**Job Site Fax Number:** \_\_\_\_\_

**PROPOSED TRADE ASSIGNMENTS**

**NAME OF CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_

**CONTRACT #** \_\_\_\_\_  
\_\_\_\_\_

The following jurisdictional trade assignments are proposed and any Union in disagreement with any of these assignments shall state such disagreement at the pre-job conference and follow the procedure set forth at Article 10, Section 10.4.

**Asbestos Workers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Boilermakers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bricklayers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Carpenters:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Cement Masons:** \_\_\_\_\_

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**Electrical Workers (Inside Wiremen):** \_\_\_\_\_

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**Electrical Workers (Outside Wiremen):** \_\_\_\_\_

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**Glaziers:** \_\_\_\_\_

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**Insulators:** \_\_\_\_\_

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**Ironworkers (Structural):** \_\_\_\_\_

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**Ironworkers (Rebar):** \_\_\_\_\_

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**Laborers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Millwrights:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Operating Engineers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Painters:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Pile Drivers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Asbestos Workers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Pipefitters/Plumbers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Plasterers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Roofers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sprinkler Fitters:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sheetmetal Workers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Teamsters:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **UTILIZATION OF EQUIPMENT**

**NAME OF CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_

**CONTRACT #:** \_\_\_\_\_  
\_\_\_\_\_

List of equipment and the proposed assignment of craft for full time use of operation of each piece:

**EQUIPMENT:**

**CRAFT:**

- |          |       |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |

- |           |       |
|-----------|-------|
| 3. _____  | _____ |
| 4. _____  | _____ |
| 5. _____  | _____ |
| 6. _____  | _____ |
| 7. _____  | _____ |
| 8. _____  | _____ |
| 9. _____  | _____ |
| 10. _____ | _____ |
| 11. _____ | _____ |
| 12. _____ | _____ |
| 13. _____ | _____ |
| 14. _____ | _____ |
| 15. _____ | _____ |

**TOOLS-OF-THE-TRADE:** (Part-time use -- lo listing of craft is necessary)

**EQUIPMENT:**

**EQUIPMENT:**

- |          |          |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

## **SCHEDULE D - SIDE LETTER OF AGREEMENT**

To the Project Labor Agreement Covering the  
I-81 Viaduct Project Contract 1 Phase 1

This Side Letter of Agreement shall be binding on all entities (Unions, Contractors and/or others) covered by the Project Labor Agreement covering the I-81 Viaduct Project Phase 1 Contract 2("PLA"), entered into on the \_\_\_\_ day of \_\_\_\_\_, 2023, to the same extent as if incorporated therein.

This provision will not be used if the resulting participation totally excludes or completely prevents a building trades craft discipline from participating with any particular subcontractor with respect to Covered Work for that trade.

### **REFERRALS FOR SUBCONTRACTORS WORKING AS APPROVED DISADVANTAGED BUSINESS ENTERPRISES**

Notwithstanding Article 4, Section 2 of the PLA, or any provision of that agreement, and to the full extent permitted by law, a Contractor may designate subcontractors, who have been identified in the Contractor's approved Disadvantaged Business Utilization Plan and whose subcontracts in total represent approximately 12 to 15%, as exempt from the hiring hall referral procedure of Article 4, Section 2, and instead that subcontractor may request the first employee from the hiring hall and then use two of its existing employees.. To the extent such a subcontractor uses more than three employees on Covered Work, the PLA hiring hall provision will apply beginning with the 4th employee and then continue with one (contractor's employee) and one (hiring hall referral) until the requirements for that craft are met. For purposes of applying this exemption to individual subcontractors, the work of each building trade craft discipline shall be considered separately in striving for compliance with the contractor's approved Disadvantaged Business Utilization Plan. Any excluded subcontractor has the option of using the above hiring hall (with the 25% drag along) procedure of Article 4, Section 2 starting with its first employee for Covered Work.

Any disputes arising under this Side Letter of Agreement are subject to Article 7 (Work Stoppages and Lock Outs) and Article 9 (Grievance and Arbitration Procedure) of the PLA.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**FOR THE PRIME CONTRACTOR**

BY: \_\_\_\_\_  
(Name/Title)

**FOR THE BUILDING & CONSTRUCTION TRADES  
CENTRAL AND NORTHERN NEW YORK BUILDING CONSTRUCTION TRADES COUNCIL**

BY: \_\_\_\_\_  
(Name/Title)



**FOR THE LOCAL UNIONS**

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS,  
LOCAL NO. 30

BY: \_\_\_\_\_  
(Name/Title)

BOILERMAKERS' UNION LOCAL NO. 175

BY: \_\_\_\_\_  
(Name/Title)

BRICKLAYERS AND ALLIED CRAFT LOCAL NO. 2

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 43

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON  
WORKERS LOCAL NO. 60

BY: \_\_\_\_\_  
(Name/Title)

CONSTRUCTION AND GENERAL LABORERS' LOCAL NO.633

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 158

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS TECHNICAL ENGINEERING  
DIVISION LOCAL 158

BY: \_\_\_\_\_  
(Name/Title)

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPEFITTING INDUSTRY LOCAL 81

BY: \_\_\_\_\_  
(Name/Title)

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS LOCAL NO. 195

BY: \_\_\_\_\_  
(Name/Title)

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL NO. 58

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS LOCAL NO. 317

BY: \_\_\_\_\_  
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL NO. 62

BY: \_\_\_\_\_  
(Name/Title)

DISTRICT COUNCIL NO. 4 GLAZIERS LOCAL NO. 677

BY: \_\_\_\_\_  
(Name/Title)

DISTRICT COUNCIL NO. 4 PAINTERS LOCAL NO. 31

BY: \_\_\_\_\_  
(Name/Title)

ROAD SPRINKLER FITTERS LOCAL NO. 669

BY: \_\_\_\_\_  
(Name/Title)

MILLWRIGHTS LOCAL UNION 1163

BY: \_\_\_\_\_  
(Name/Title)

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS, LOCAL 277

BY: \_\_\_\_\_  
(Name/Title)

OPERATIVE PLASTERERS & CEMENT MASONS LOCAL NO. 111

BY: \_\_\_\_\_  
(Name/Title)

PLASTERERS & CEMENT MASONS LOCAL NO. 9

BY: \_\_\_\_\_  
(Name/Title)

**SCHEDULE E - WAIVER OF EMPLOYEE BENEFIT CONTRIBUTIONS**

Concerning the Project Labor Agreement Covering the  
I-81 VIADUCT PROJECT PHASE I CONTRACT 2  
NYSDOT CONTRACT NUMBER D900056

In accordance with the provisions of Article 11, Section 2 of the Project Labor Agreement covering the I-81 Viaduct Project Phase 1 Contract 2 Project, I am hereby waiving the right to payment on my behalf of contributions into one or more of the applicable jointly trustee funds designated on Schedule A and, in lieu of such payments and benefit coverage, am requesting and directing that I receive an equivalent amount of such benefit payments either (i) with coverage under my employer's bona fide private benefit plans, provided such plans satisfy the requirements of the Internal Revenue Code, or (ii) by electing to have my employer include the full amount of such benefit in a supplemental check to me. I acknowledge that when the benefit payments are paid into private plans, the payments to be made on my behalf must equal the total supplement amount set forth at the Wage and Benefit sheet referred in Section 1 of this Article and must be consistent with the requirements of Section 220, and that any shortfall will be included in a supplemental check issued to me by my employer.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name of Employer: \_\_\_\_\_

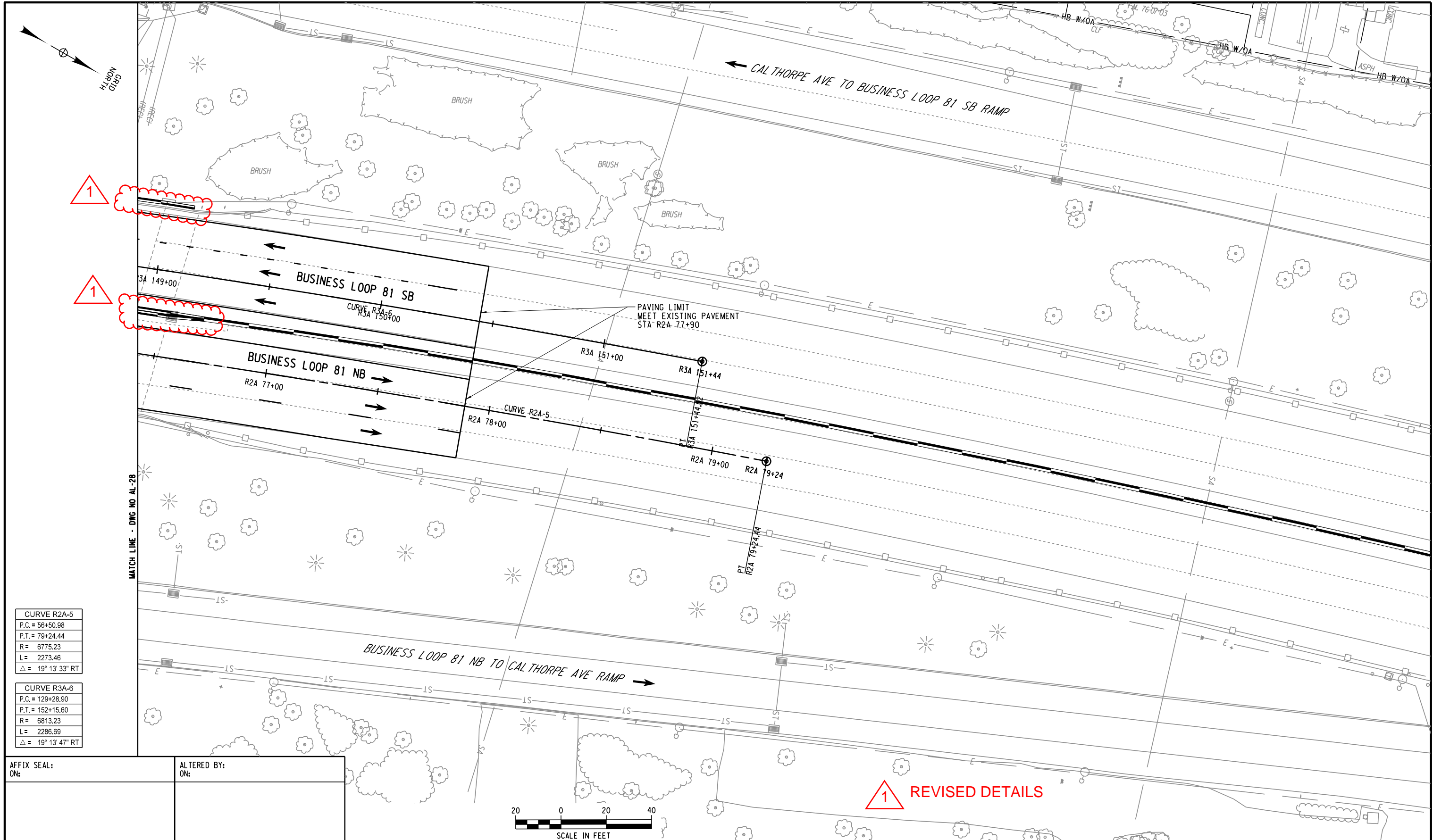
AFFIX SEAL: ON:	ALTERED BY: ON:

 **NEW YORK**  
STATE OF  
OPPORTUNITY.



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DATE/TIME = 3/1/2023  
USER = kmurray

DESIGN SUPERVISOR  
JOB MANAGER  
DESIGN  
CHECK  
DRAFTING  
CHECK  
PROJECT MANAGER H. LINGAR



CURVE R2A-5
P.C. = 56+50.98
P.T. = 79+24.44
R = 6775.23
L = 2273.46
$\Delta = 19^{\circ} 13' 33''$ RT

CURVE R3A-6
P.C. = 129+28.90
P.T. = 152+15.60
R = 6813.23
L = 2286.69
$\Delta = 19^{\circ} 13' 47''$ RT

AFFIX SEAL: ON:	ALTERED BY: ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:

I-81 VIADUCT PROJECT
COUNTY: ONONDAGA COUNTY, NY

PIN 3501.91
BRIDGES
CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED
PHASE 1, CONTRACT 2 DIRECTIVE PLANS ALIGNMENT PLAN

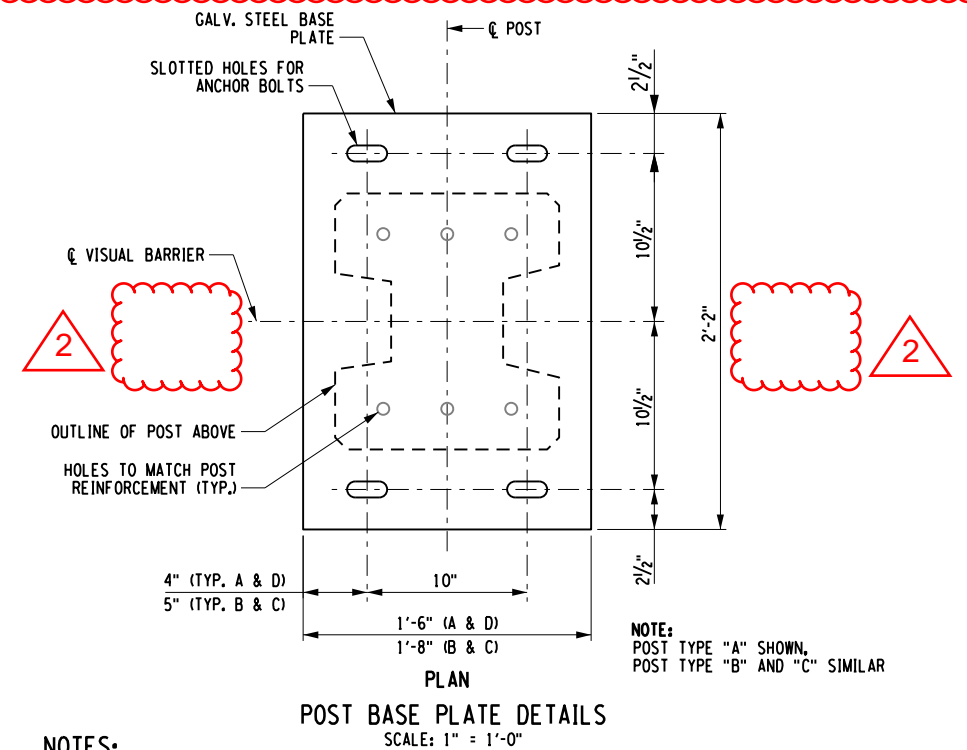
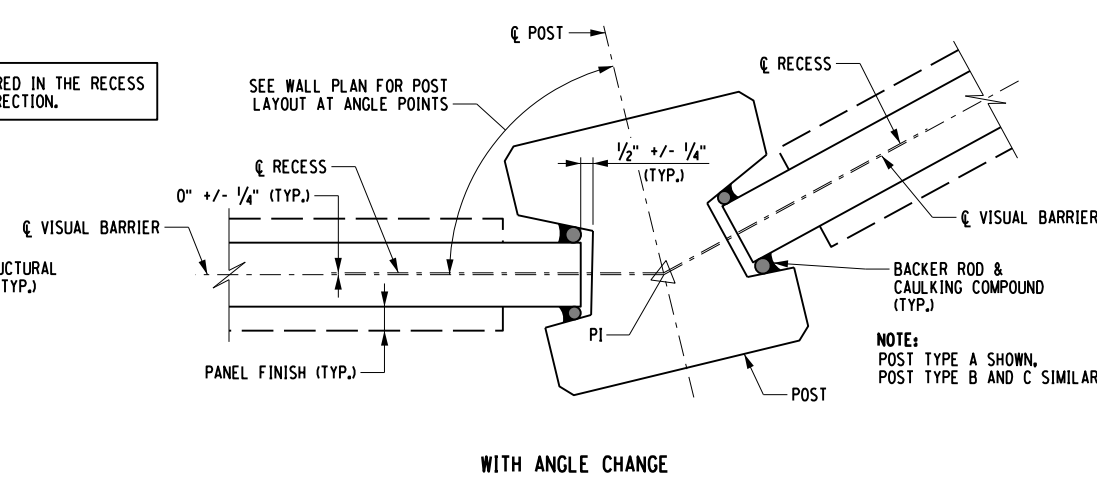
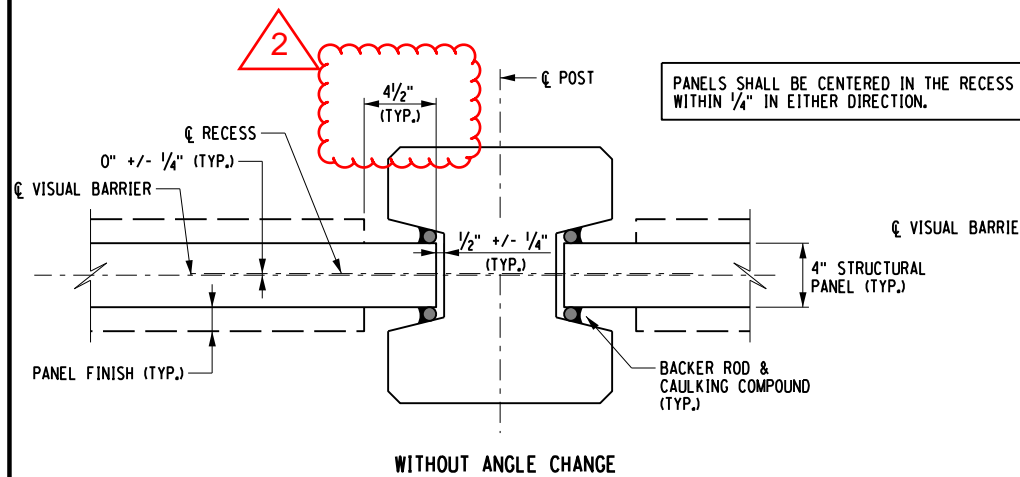
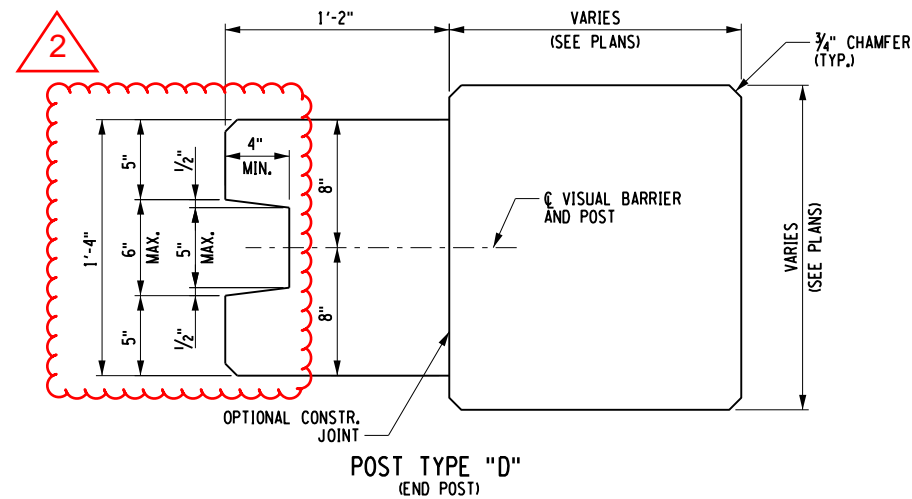
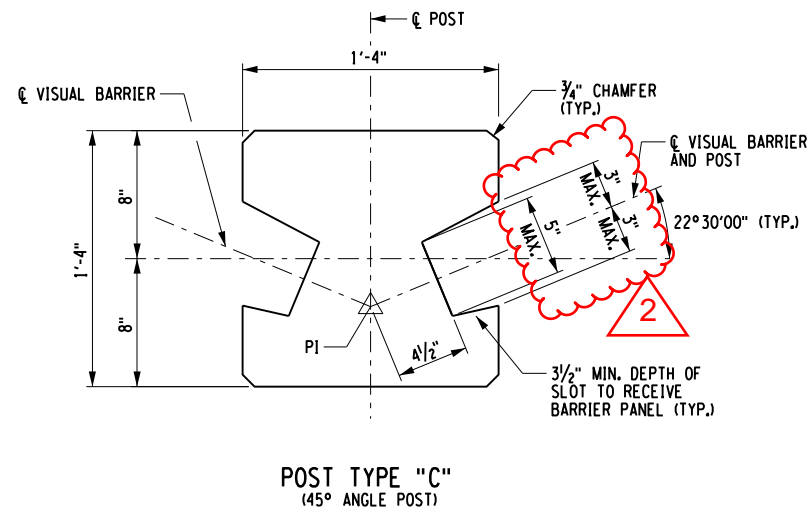
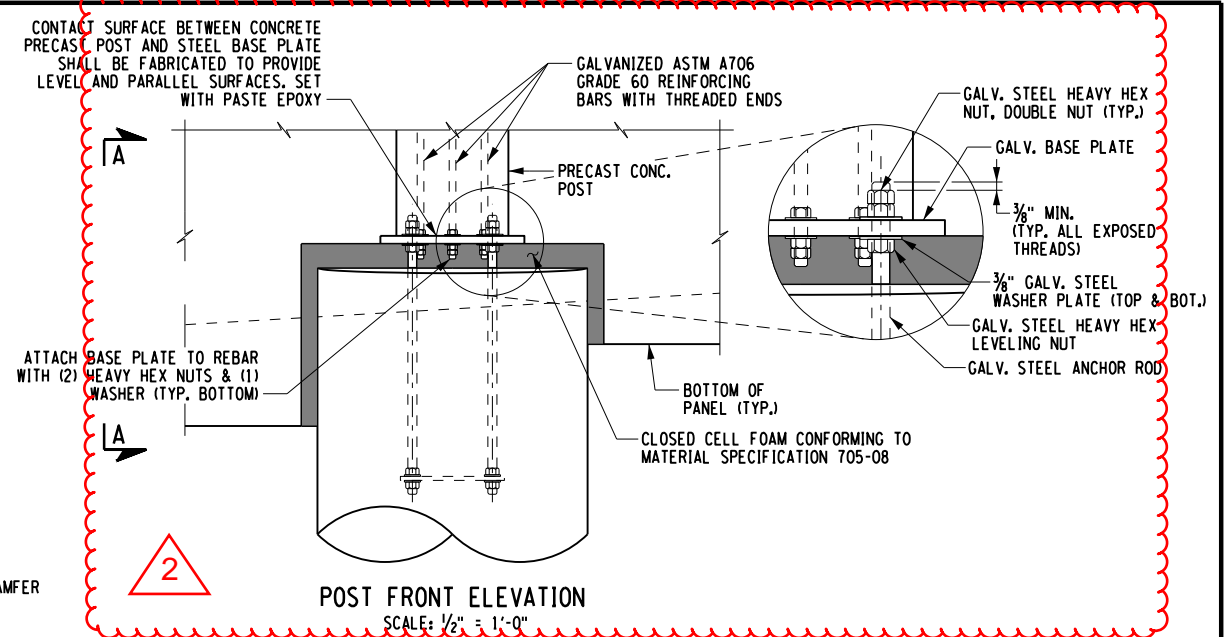
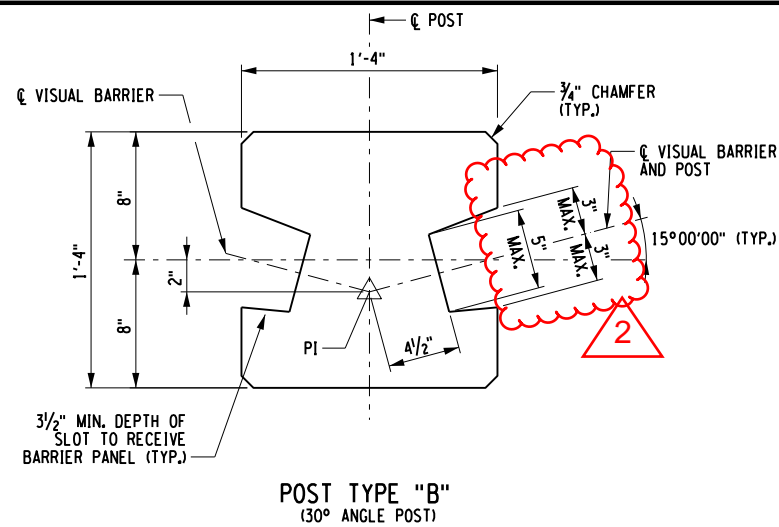
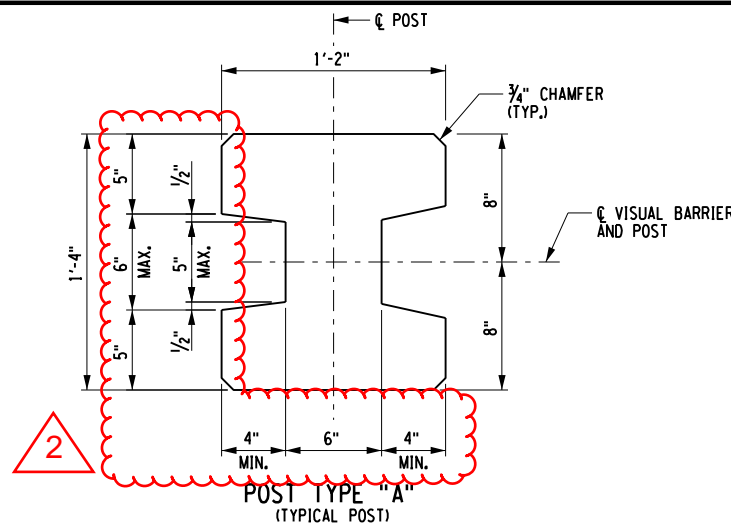
CONTRACT NUMBER D900056
DRAWING NO. AL-29 SHEET NO.

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.









NOTES:

1. CAULKING COMPOUND SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATIONS 705-06 AND MUST BE APPROVED BY THE ENGINEER, COLOR TO MATCH CONCRETE FINISH. BACKER ROD SHALL BE CLOSED CELL POLYETHYLENE CONFORMING TO ASTM D5249, TYPE 1.
2. DESIGN BUILDER MAY MODIFY POST, PANEL AND BASE PLATE DIMENSIONS IF NECESSARY, TO SUIT ALIGNMENT ANGLES AND DESIGN LOADS. ANY MODIFICATIONS SHALL CONFORM TO THE FOLLOWING:
  - A. MINIMUM DISTANCE FROM EDGE OF BASE PLATE TO EDGE OF SHAFT FOUNDATION CONCRETE SHALL BE 3".
  - B. MINIMUM DISTANCE FROM CENTERLINE OF ANCHOR BOLT TO EDGE OF SHAFT FOUNDATION CONCRETE SHALL BE 8"
  - C. ANCHOR BOLTS SHALL BE LOCATED INSIDE OF THE SHAFT REINFORCEMENT CAGE.
3. ALL THREADED REINFORCEMENT, ANCHOR BOLTS, NUTS, WASHERS, AND BASE PLATES SHALL BE TYPE 1 HOT-DIP GALVANIZED IN ACCORDANCE WITH MATERIAL SPECIFICATION 719-01.
4. THREADS ON REINFORCING BARS SHALL CONFORM TO THE REQUIREMENTS OF ANSI B1.1.
5. POST TYPE D SHALL BE USED AT THE BEGIN AND END OF ALL VISUAL BARRIERS.
6. FOR SECTION A-A REFER TO DWG. VBD-03.

AFFIX SEAL: ON:	ALTERED BY: ON:

POST TO PANEL CONNECTION DETAILS  
SCALE: 1" = 1'-0"

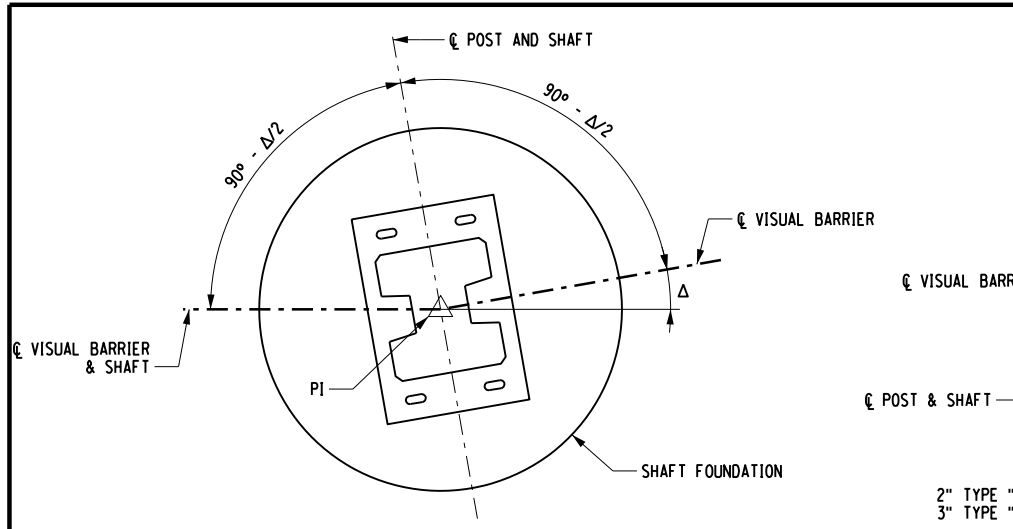
2 REVISED DIMENSIONS,  
NOTES, DETAIL, AND  
SHEET TITLE

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	I-81 VIADUCT PROJECT	PIN 3501.91	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D900056
					PHASE 1, CONTRACT 2 DIRECTIVE PLANS VISUAL BARRIER DETAILS (2 OF 3)	DRAWING NO. VBD-02
						SHEET NO.
	COUNTY: ONONDAGA COUNTY, NY REGION: 3					
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY:" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.						



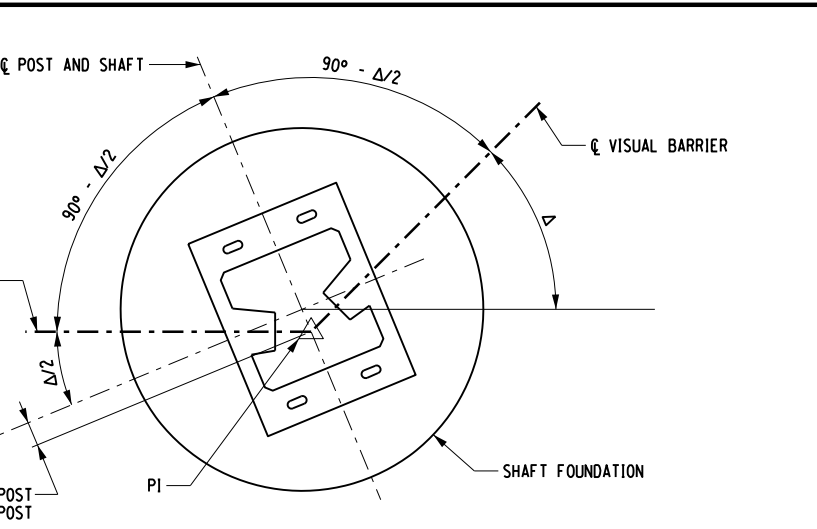
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USER = Scottisc

PROJECT MANAGER H. LUNGAR  
CHECK  
DRAFTING  
CHECK  
DESIGN  
JOB MANAGER  
DESIGN SUPERVISOR

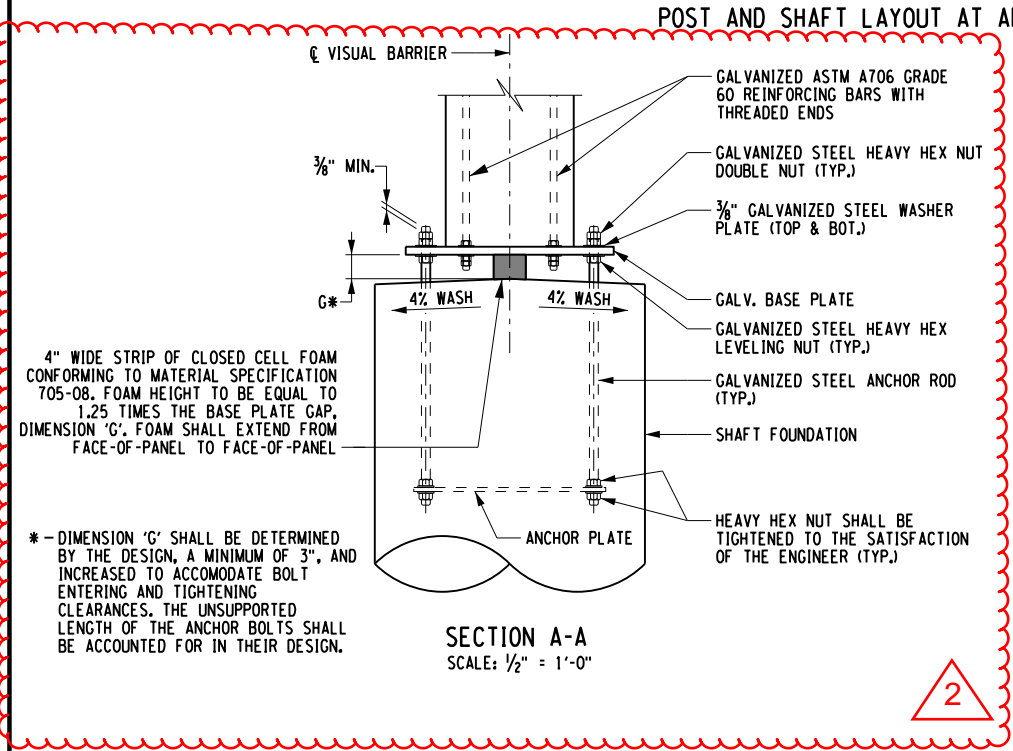


TYPE "A" POST  
SCALE: 1/2" = 1'-0"

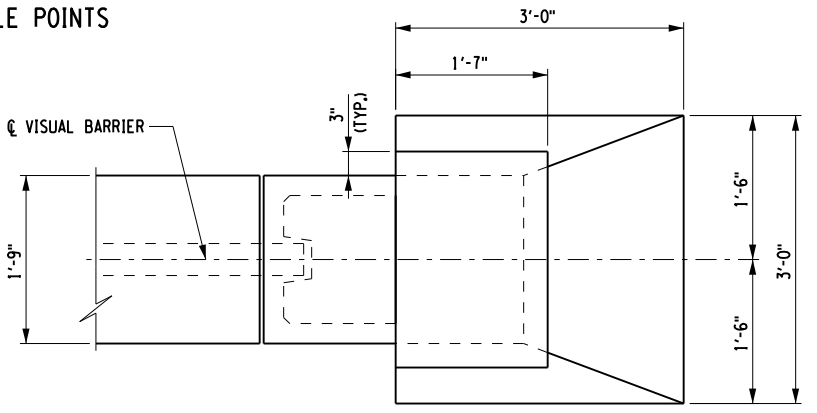
NOTE:  
Δ - VISUAL BARRIER ALIGNMENT ANGLE CHANGE  
Δ - 15° MAX. FOR TYPE "A" POST  
Δ - 30° ± 7° FOR TYPE "B" POST  
Δ - 45° ± 7° FOR TYPE "C" POST



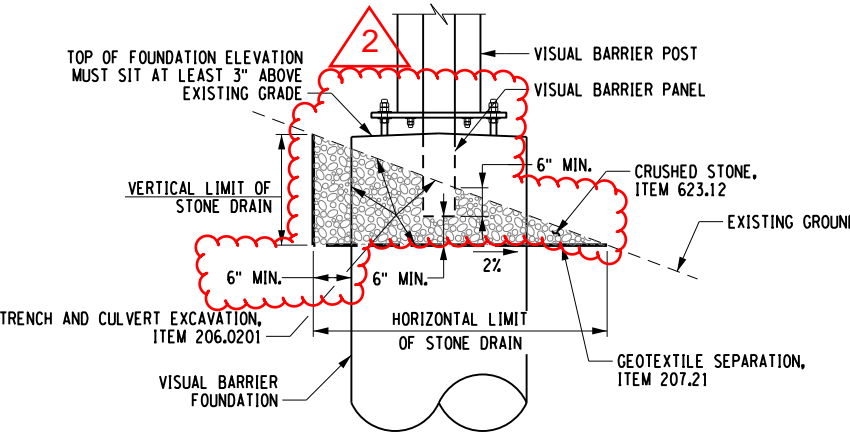
TYPE "B" AND "C" POSTS  
SCALE: 1/2" = 1'-0"



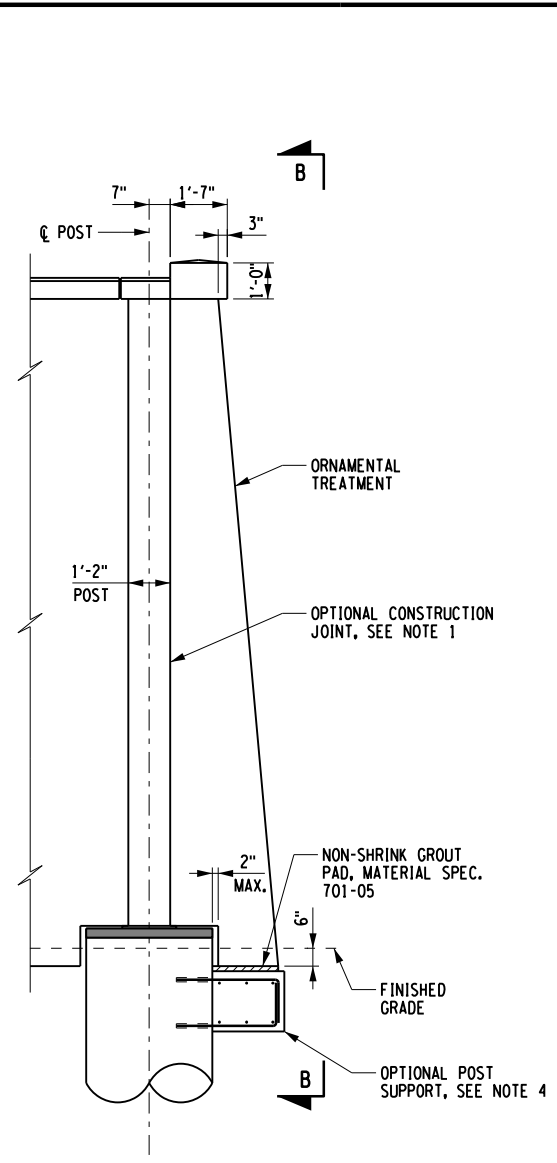
SECTION A-A  
SCALE: 1/2" = 1'-0"



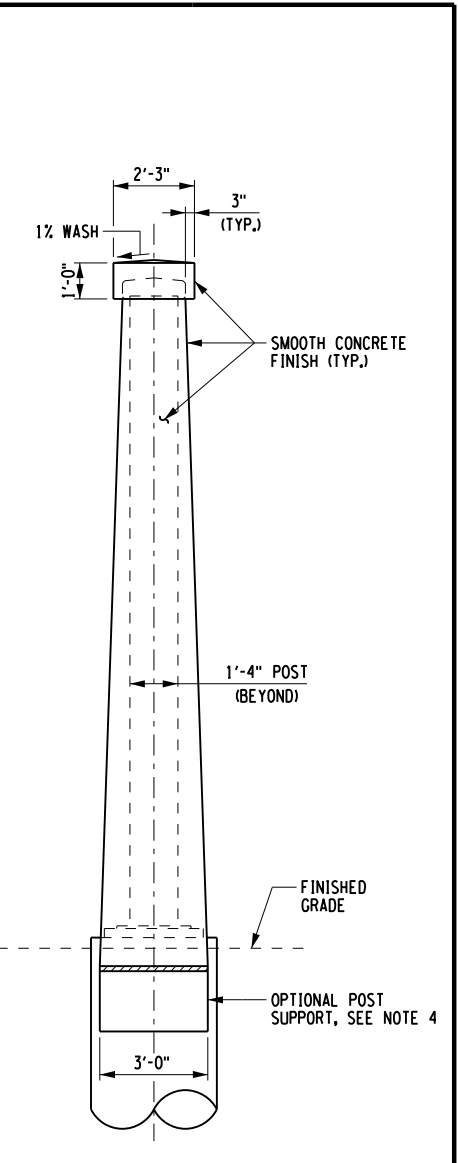
POST TYPE "D" PLAN  
SCALE: 1/2" = 1'-0"



VISUAL BARRIER STONE DRAIN DETAIL  
NOT TO SCALE



POST TYPE "D" ELEVATION  
SCALE: 3/16" = 1'-0"



SECTION B-B  
SCALE: 3/16" = 1'-0"

- NOTES:
1. THE ORNAMENTAL TREATMENT MAY BE CAST INTEGRALLY WITH THE 1'-2"x1'-4" POST OR FABRICATED AS AN INDEPENDENT PIECE ATTACHED TO THE POST AFTER THE POST IS INSTALLED. IF A CONNECTION BETWEEN THE ORNAMENTAL TREATMENT AND THE POST IS PROVIDED, IT SHALL BE VISIBLE AFTER ASSEMBLY.
  2. REINFORCEMENT AND CONNECTION DETAILS SHALL BE INCLUDED IN THE DESIGN AND SHOP DRAWING SUBMITTAL FOR PRECAST CONCRETE VISUAL BARRIER SYSTEM.
  3. REINFORCEMENT DESIGN SHALL SATISFY THE SHRINKAGE AND TEMPERATURE REINFORCEMENT REQUIREMENTS OF LRFD BRIDGE DESIGN SPECIFICATIONS SECTION 5.10.8 AND ALL OTHER APPLICABLE REQUIREMENTS.
  4. THE ORNAMENTAL TREATMENT MAY BE DESIGNED TO BE SUPPORTED COMPLETELY BY THE VISUAL BARRIER POST BASE PLATE CONNECTION TO THE FOUNDATION OR PARTIALLY SUPPORTED BY THE OPTIONAL POST SUPPORT SHOWN.

2 REVISED DETAILS,  
NOTES, AND SHEET TITLE

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	I-81 VIADUCT PROJECT		PIN 3501.91	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D900056
						PHASE 1, CONTRACT 2 DIRECTIVE PLANS VISUAL BARRIER DETAILS (3 OF 3)	DRAWING NO. VBD-03
	COUNTY: ONONDAGA COUNTY, NY		REGION: 3				SHEET NO.
	IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.						

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DATE/TIME = 3/1/2023  
USER = Scottsc

PROJECT MANAGER H. UNGAR

CHECK

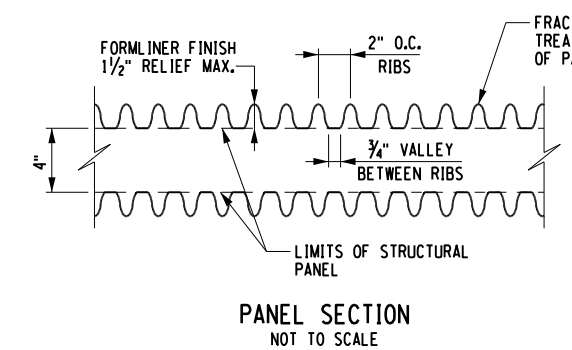
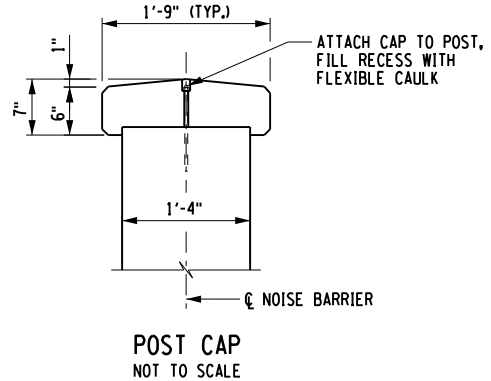
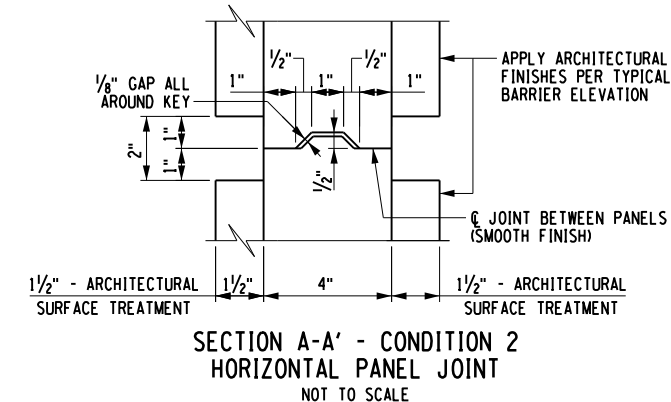
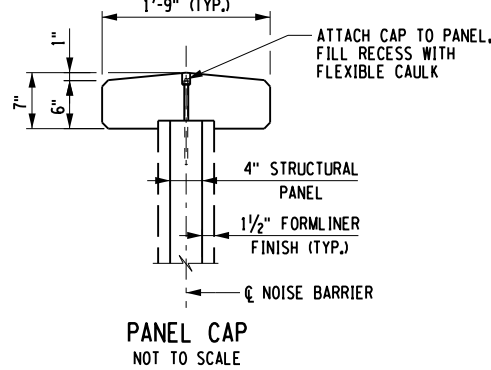
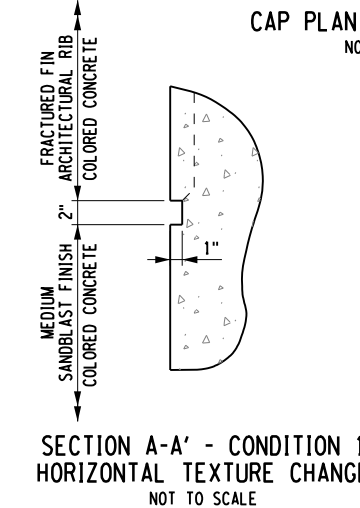
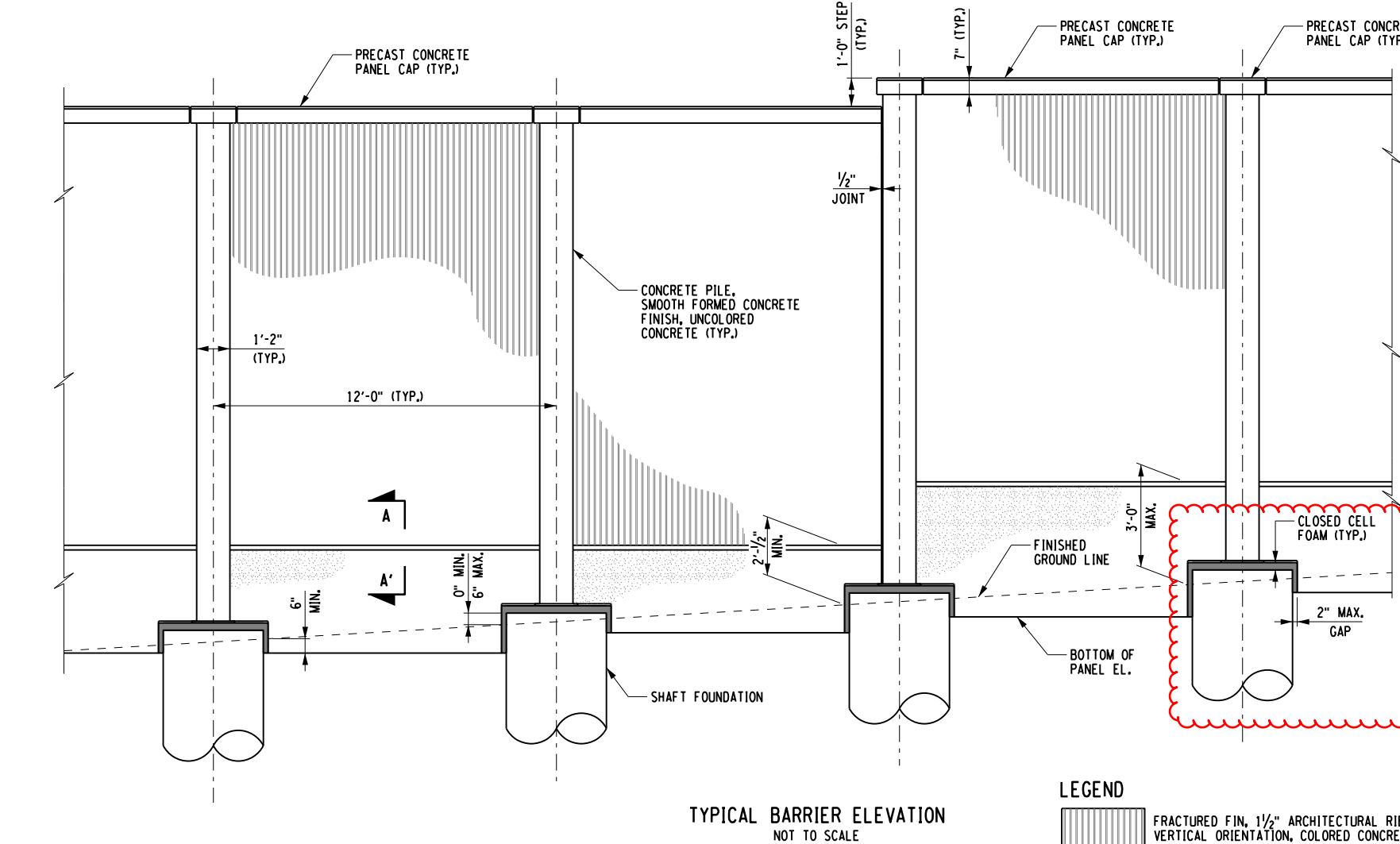
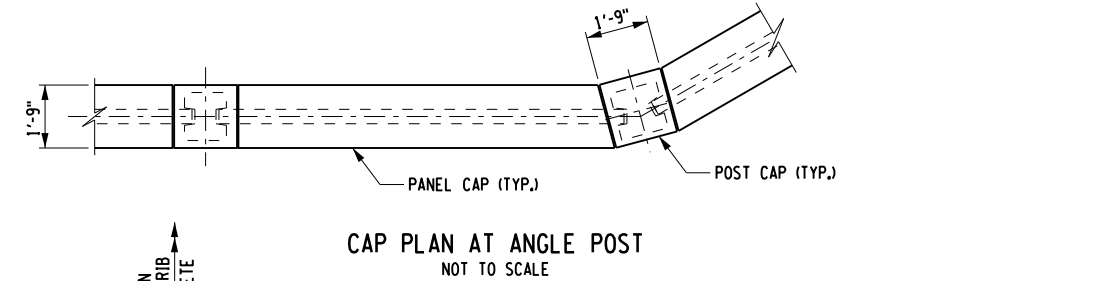
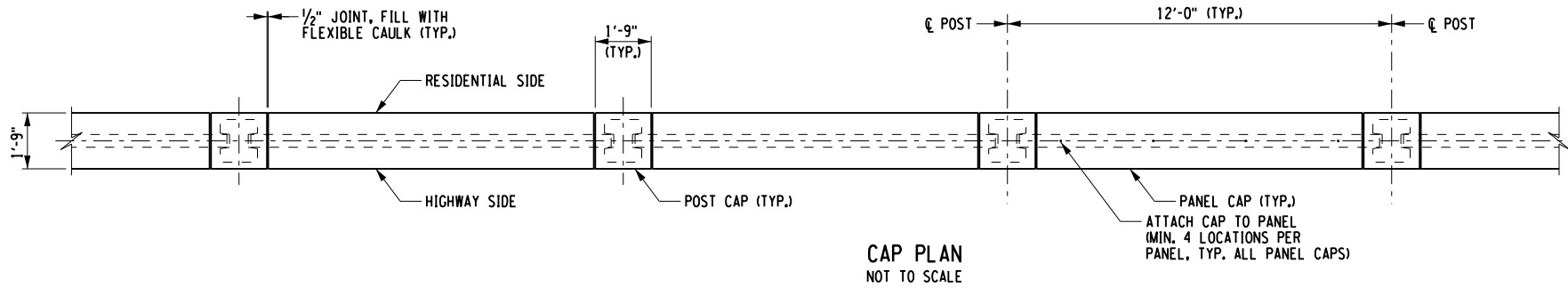
DRAFTING

CHECK

DESIGN

JOB MANAGER

DESIGN SUPERVISOR



LEGEND  
FRACTURED FIN, 1/2" ARCHITECTURAL RIB, VERTICAL ORIENTATION, COLORED CONCRETE.  
MEDIUM SANDBLAST FINISH, COLORED CONCRETE

2  
REVISED GAP MATERIAL AND SHEET TITLE

NOTES:  
1. ALL EXPOSED EDGES OF CONCRETE (EXCEPT PANELS) SHALL BE CHAMFERED 3/4".

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	I-81 VIADUCT PROJECT	PIN 3501.91	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D900056
					PHASE 1, CONTRACT 2 DIRECTIVE PLANS	DRAWING NO. NBD-01
					NOISE BARRIER DETAILS (1 OF 3)	SHEET NO.
	COUNTY: ONONDAGA COUNTY, NY	REGION: 3				

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

NEW YORK  
STATE OF  
OPPORTUNITY  
Department of  
Transportation

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USER = Scottisc

PROJECT MANAGER H. LUNGAR

CHECK

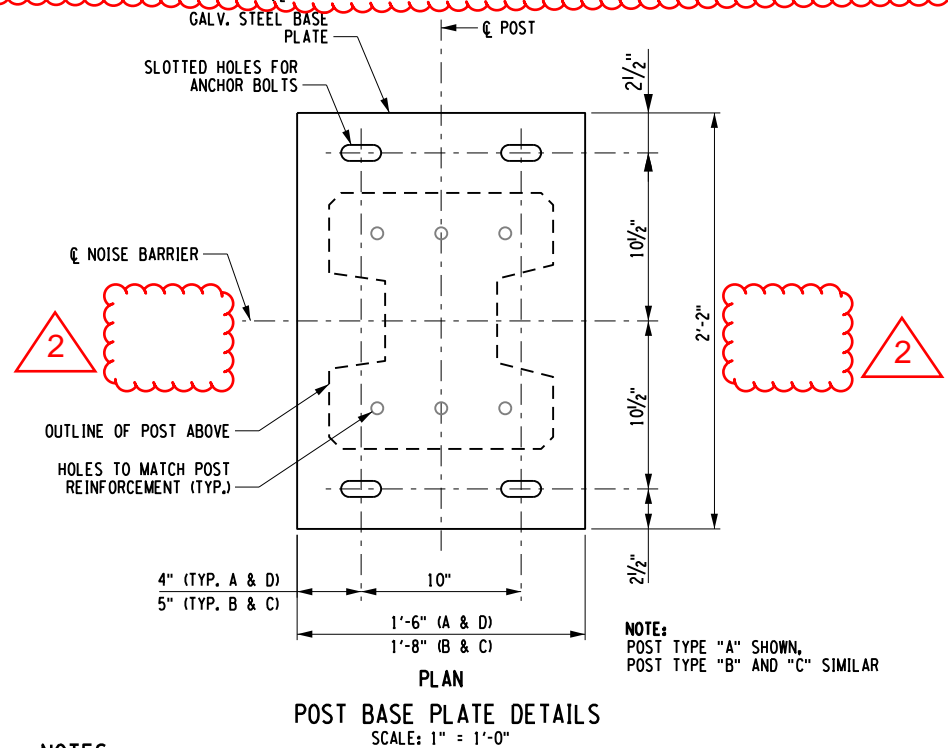
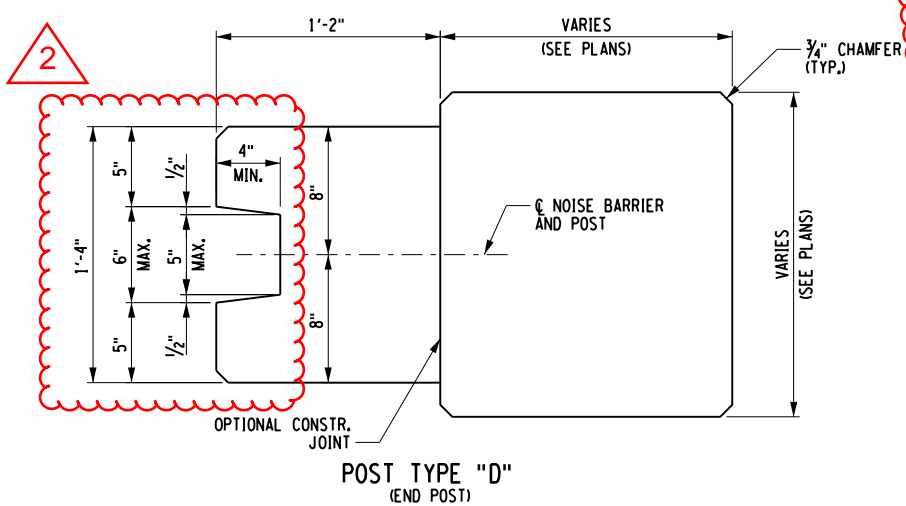
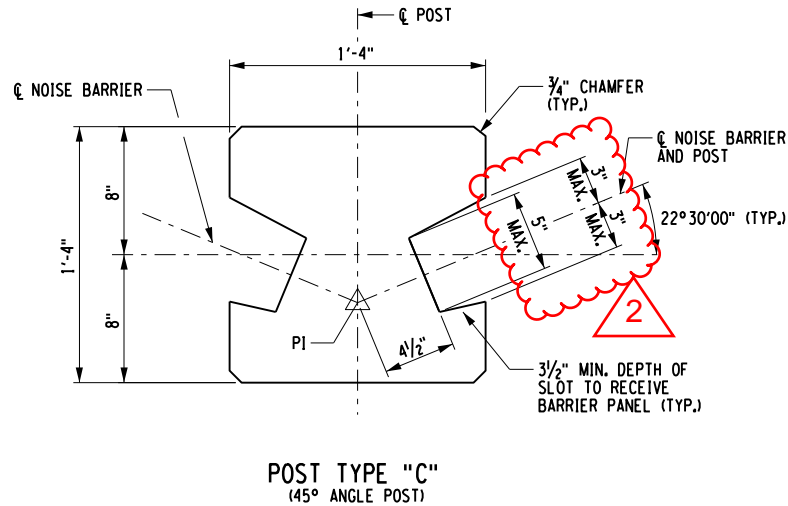
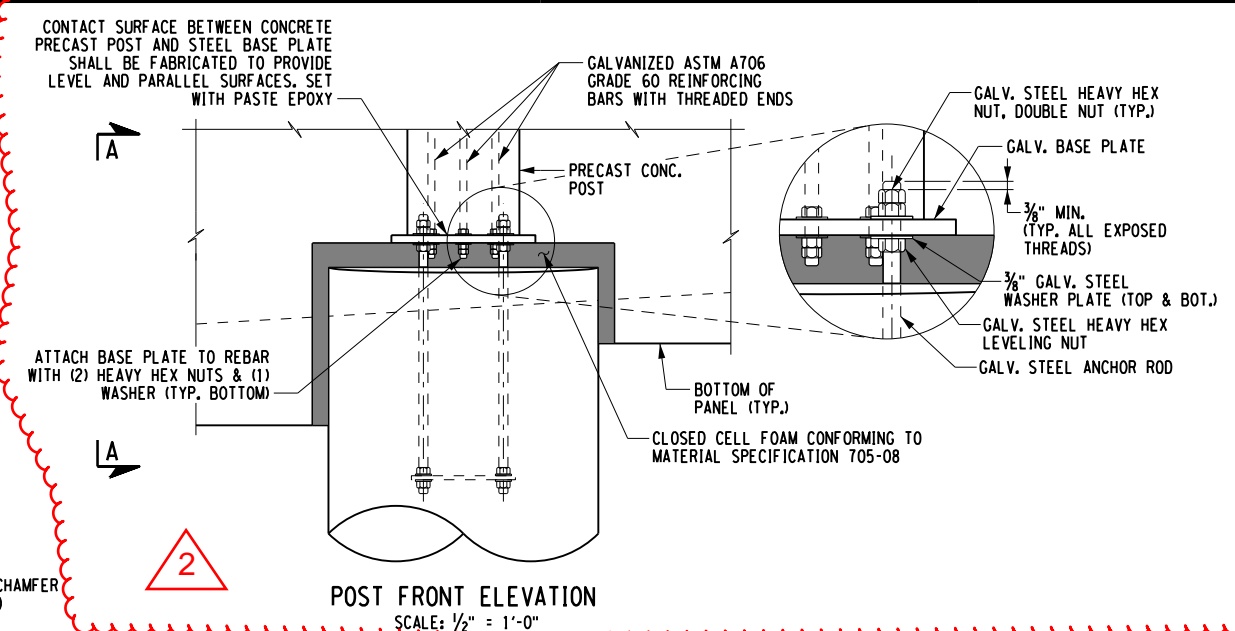
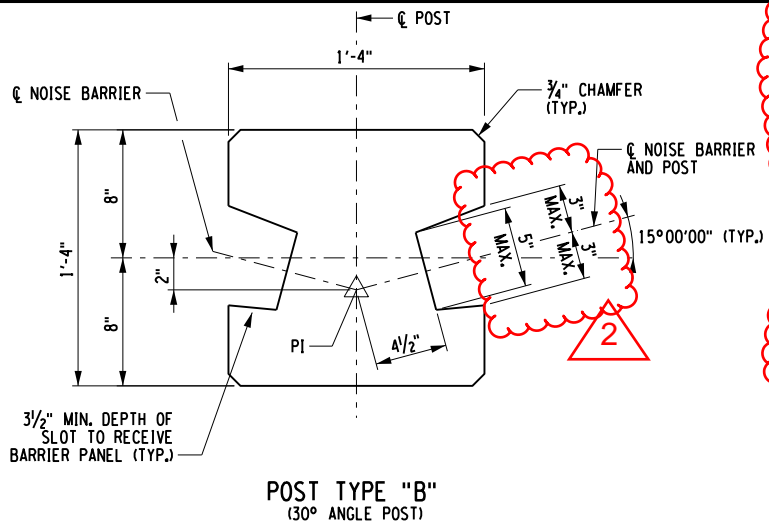
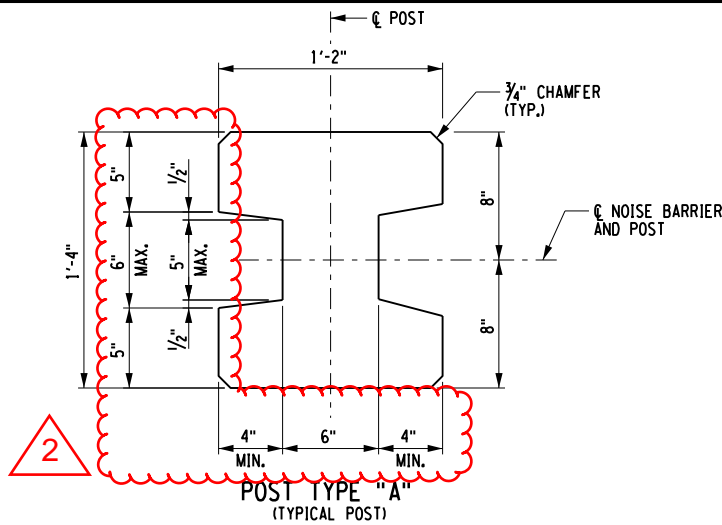
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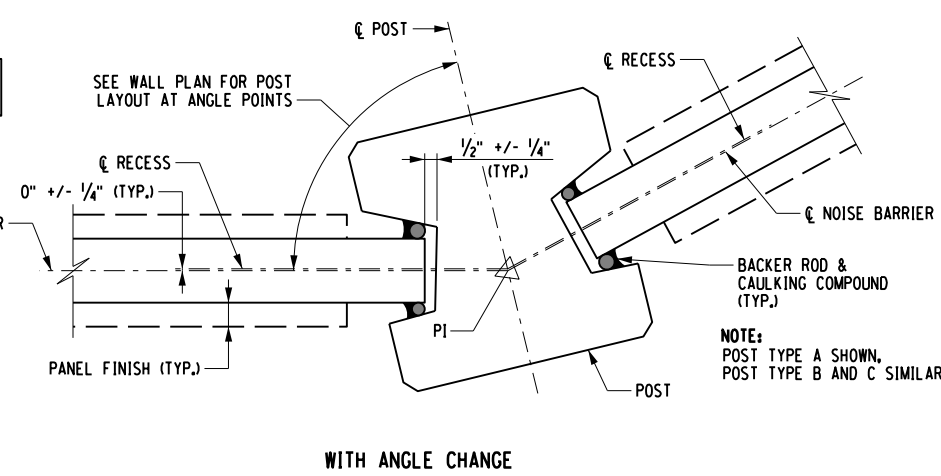
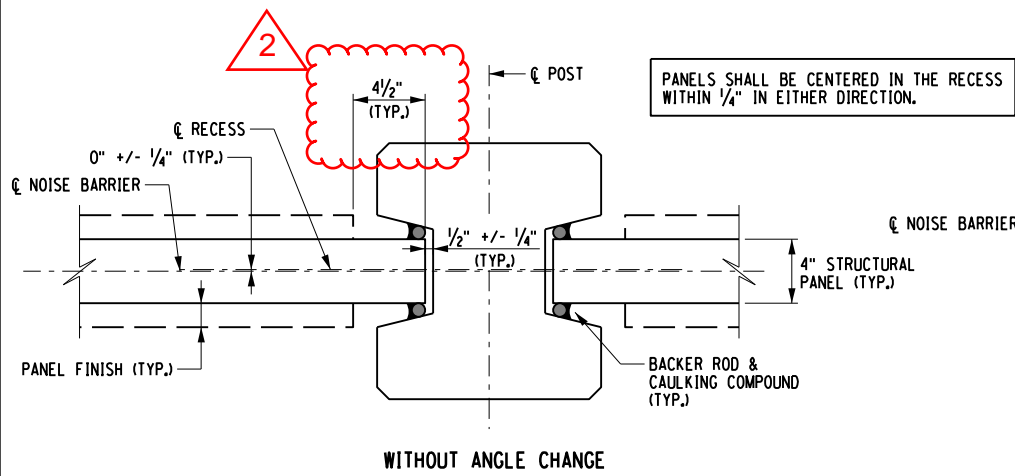
DESIGN

JOB MANAGER

DESIGN SUPERVISOR

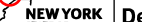



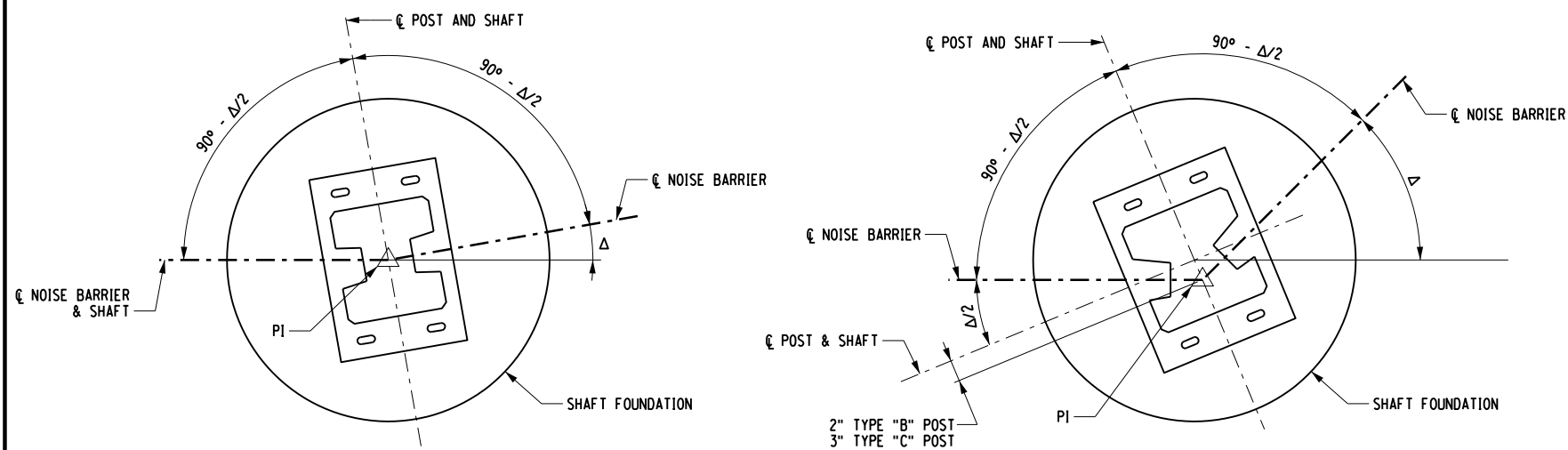
- NOTES:
- CAULKING COMPOUND SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATIONS 705-06 AND MUST BE APPROVED BY THE ENGINEER, COLOR TO MATCH CONCRETE FINISH. BACKER ROD SHALL BE CLOSED CELL POLYETHYLENE CONFORMING TO ASTM D5249, TYPE 1.
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    - MINIMUM DISTANCE FROM CENTERLINE OF ANCHOR BOLT TO EDGE OF SHAFT FOUNDATION CONCRETE SHALL BE 8"
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  - THREADS ON REINFORCING BARS SHALL CONFORM TO THE REQUIREMENTS OF ANSI B1.1.
  - POST TYPE D SHALL BE USED AT THE BEGIN AND END OF ALL NOISE BARRIERS.
  - FOR SECTION A-A REFER TO DWG. NBD-03.



POST TO PANEL CONNECTION DETAILS  
SCALE: 1" = 1'-0"

REVISED DIMENSIONS,  
NOTES, DETAIL, AND  
SHEET TITLE

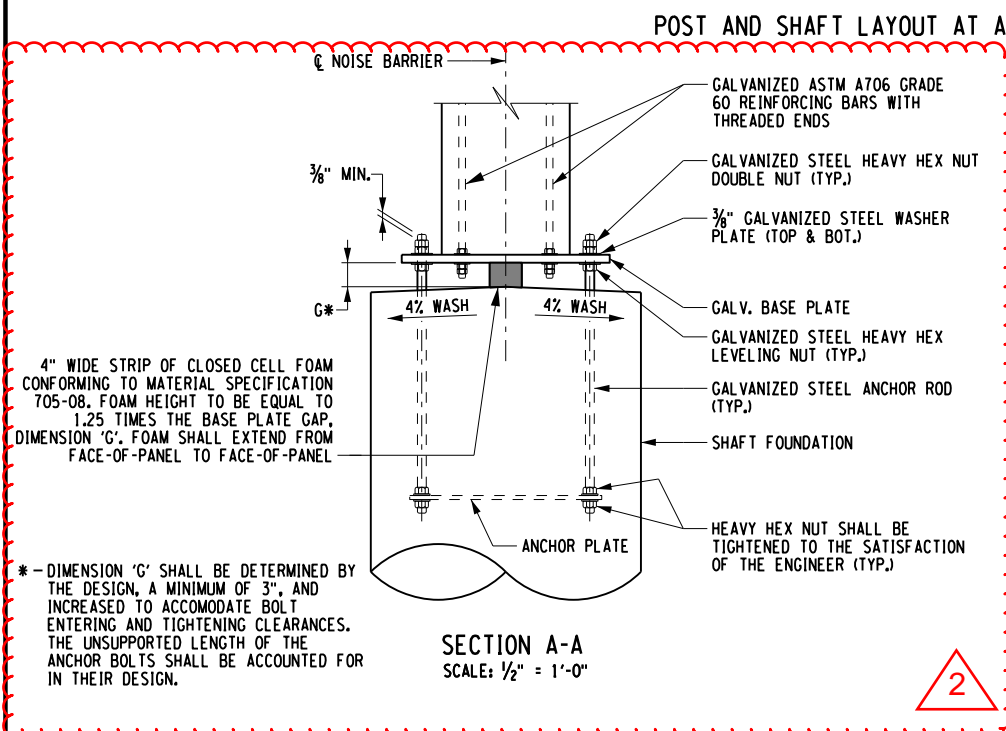
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	I-81 VIADUCT PROJECT		PIN 3501.91	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER	
							D900056	
							DRAWING NO. NBD-02	
							SHEET NO.	
	COUNTY: ONONDAGA COUNTY, NY REGION: 3						PHASE 1, CONTRACT 2 DIRECTIVE PLANS NOISE BARRIER DETAILS (2 OF 3)	
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.								
								



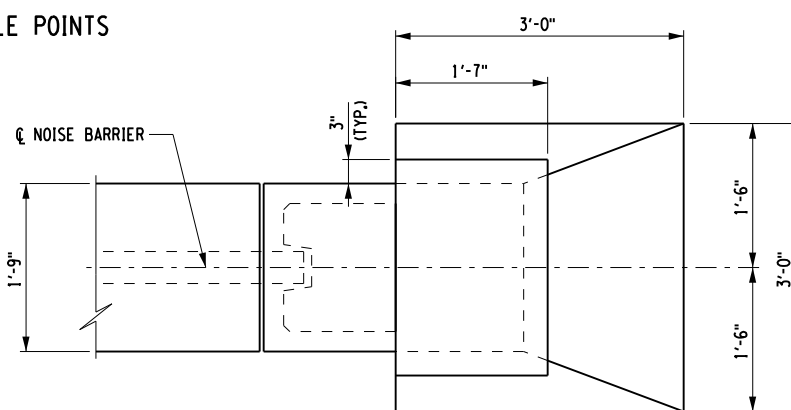
TYPE "A" POST  
SCALE: 1/2" = 1'-0"

**NOTE:**  
 $\Delta$  - NOISE BARRIER ALIGNMENT ANGLE CHANGE  
 $\Delta$  - 15° MAX. FOR TYPE "A" POST  
 $\Delta$  - 30°  $\pm$  7° FOR TYPE "B" POST  
 $\Delta$  - 45°  $\pm$  7° FOR TYPE "C" POST

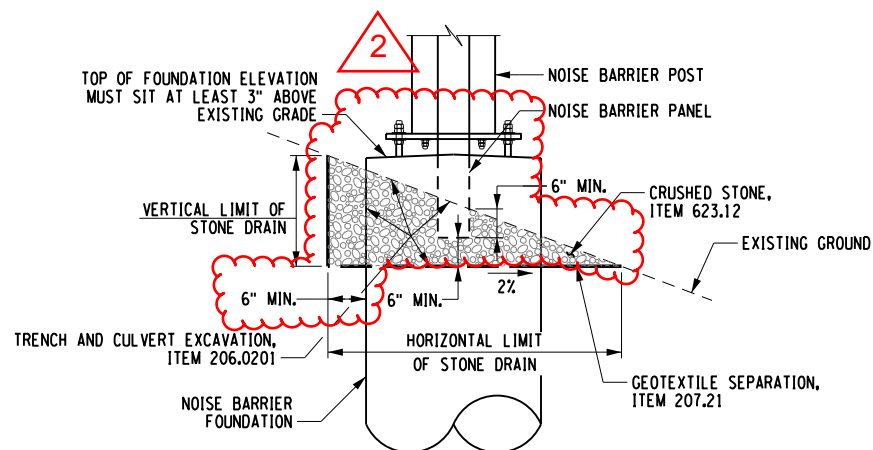
TYPE "B" AND "C" POSTS  
SCALE: 1/2" = 1'-0"



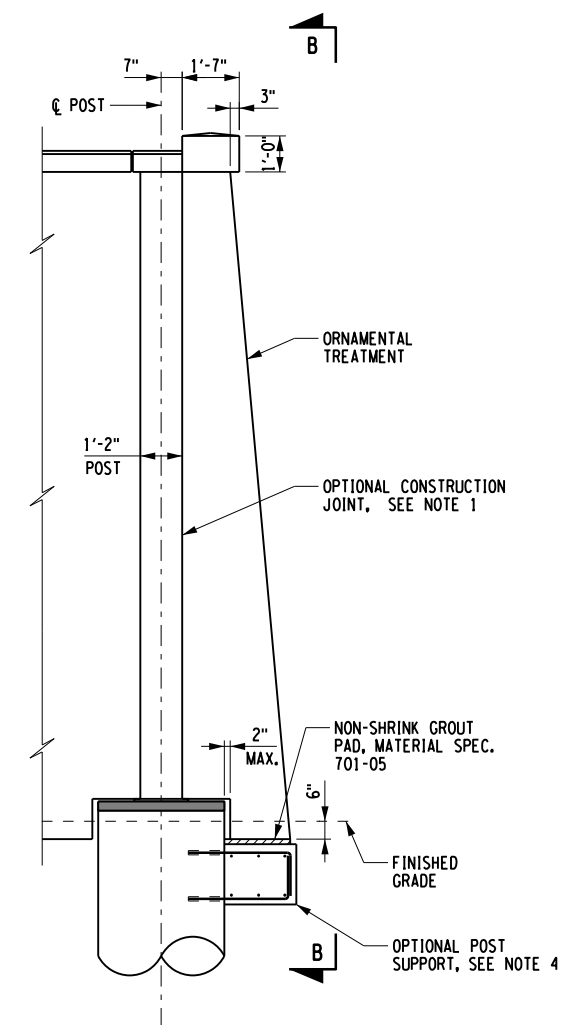
SECTION A-A  
SCALE: 1/2" = 1'-0"



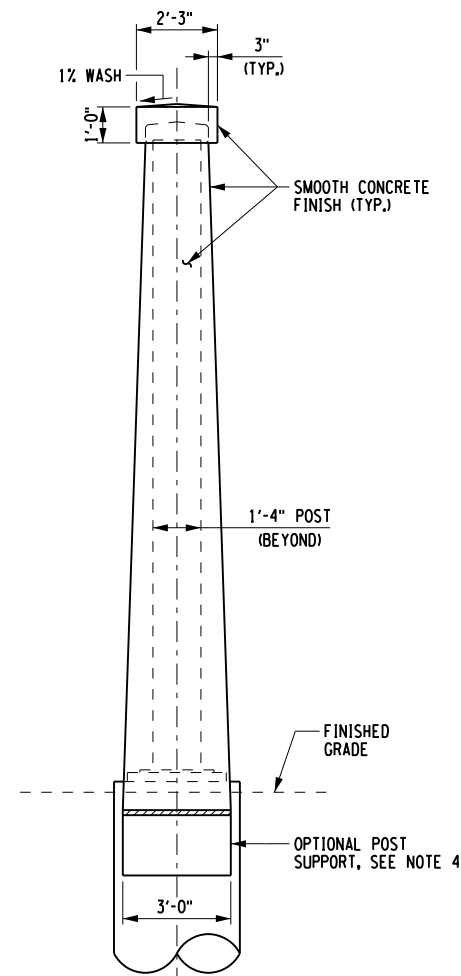
POST TYPE "D" PLAN  
SCALE: 1/2" = 1'-0"



NOISE BARRIER STONE DRAIN DETAIL  
NOT TO SCALE



POST TYPE "D" ELEVATION  
SCALE:  $\frac{3}{16}" = 1'-0"$




SECTION B-B  
SCALE:  $\frac{3}{16}" = 1'-0"$

- NOTES:**
1. THE ORNAMENTAL TREATMENT MAY BE CAST INTEGRALLY WITH THE 1'-2"x1'-4" POST OR FABRICATED AS AN INDEPENDENT PIECE ATTACHED TO THE POST AFTER THE POST IS INSTALLED. IF A CONNECTION BETWEEN THE ORNAMENTAL TREATMENT AND THE POST IS PROVIDED, IT SHALL BE VISIBLE AFTER ASSEMBLY.
  2. REINFORCEMENT AND CONNECTION DETAILS SHALL BE INCLUDED IN THE DESIGN AND SHOP DRAWING SUBMITTAL FOR PRECAST CONCRETE NOISE BARRIER SYSTEM.
  3. REINFORCEMENT DESIGN SHALL SATISFY THE SHRINKAGE AND TEMPERATURE REINFORCEMENT REQUIREMENTS OF LRFD BRIDGE DESIGN SPECIFICATIONS SECTION 5.10.8 AND ALL OTHER APPLICABLE REQUIREMENTS.
  4. THE ORNAMENTAL TREATMENT MAY BE DESIGNED TO BE SUPPORTED COMPLETELY BY THE NOISE BARRIER POST BASE PLATE CONNECTION TO THE FOUNDATION OR PARTIALLY SUPPORTED BY THE OPTIONAL POST SUPPORT SHOWN.

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	I-81 VIADUCT PROJECT	PIN 3501.91	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D900056	
					PHASE 1, CONTRACT 2 DIRECTIVE PLANS NOISE BARRIER DETAILS (3 OF 3)	DRAWING NO.	NBD-03
						SHEET NO.	
	COUNTY: ONONDAGA COUNTY, NY						REGION: 3

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

2



NEW YORK  
STATE OF  
OPPORTUNITY

Department of  
Transportation



FILE NAME = c:\pwworking\newyork\parsons\_epw\30237\dms82376\350191\_oph\_gnp\_GP-28.dgn  
DATE/TIME = 3/1/2023  
USER = kmurray

PROJECT MANAGER H. LINGAR

CHECK

DRAFTING

CHECK

DESIGN

JOB MANAGER

DESIGN SUPERVISOR

AFFIX SEAL: ON:	ALTERED BY: ON:

AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

I-81 VIADUCT PROJECT

PIN 3501.91

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER  
D900056

PHASE 1, CONTRACT 2  
INDICATIVE PLANS  
GENERAL PLAN

DRAWING NO. GP-28  
SHEET NO.

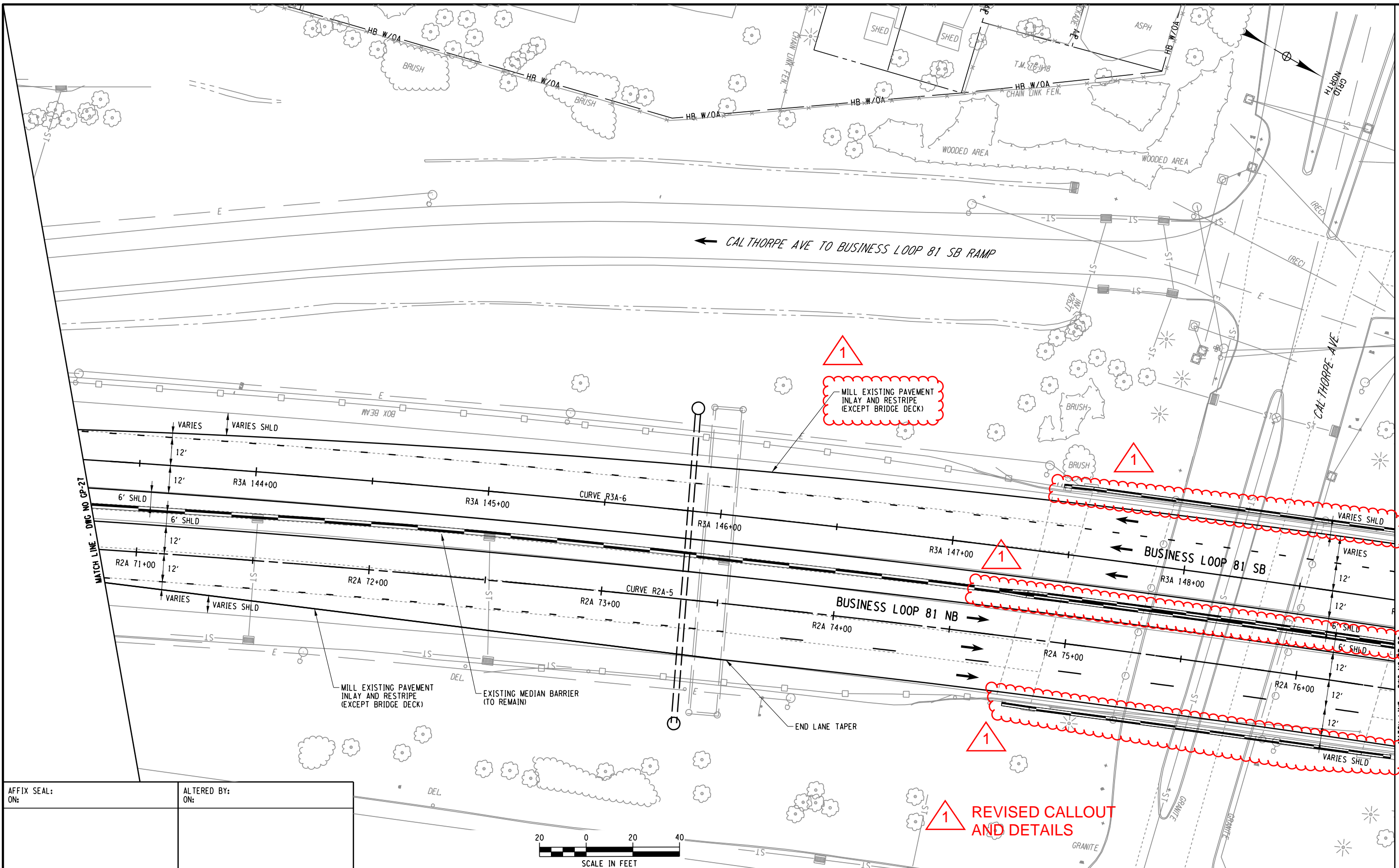
COUNTY: ONONDAGA COUNTY, NY

REGION: 3

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

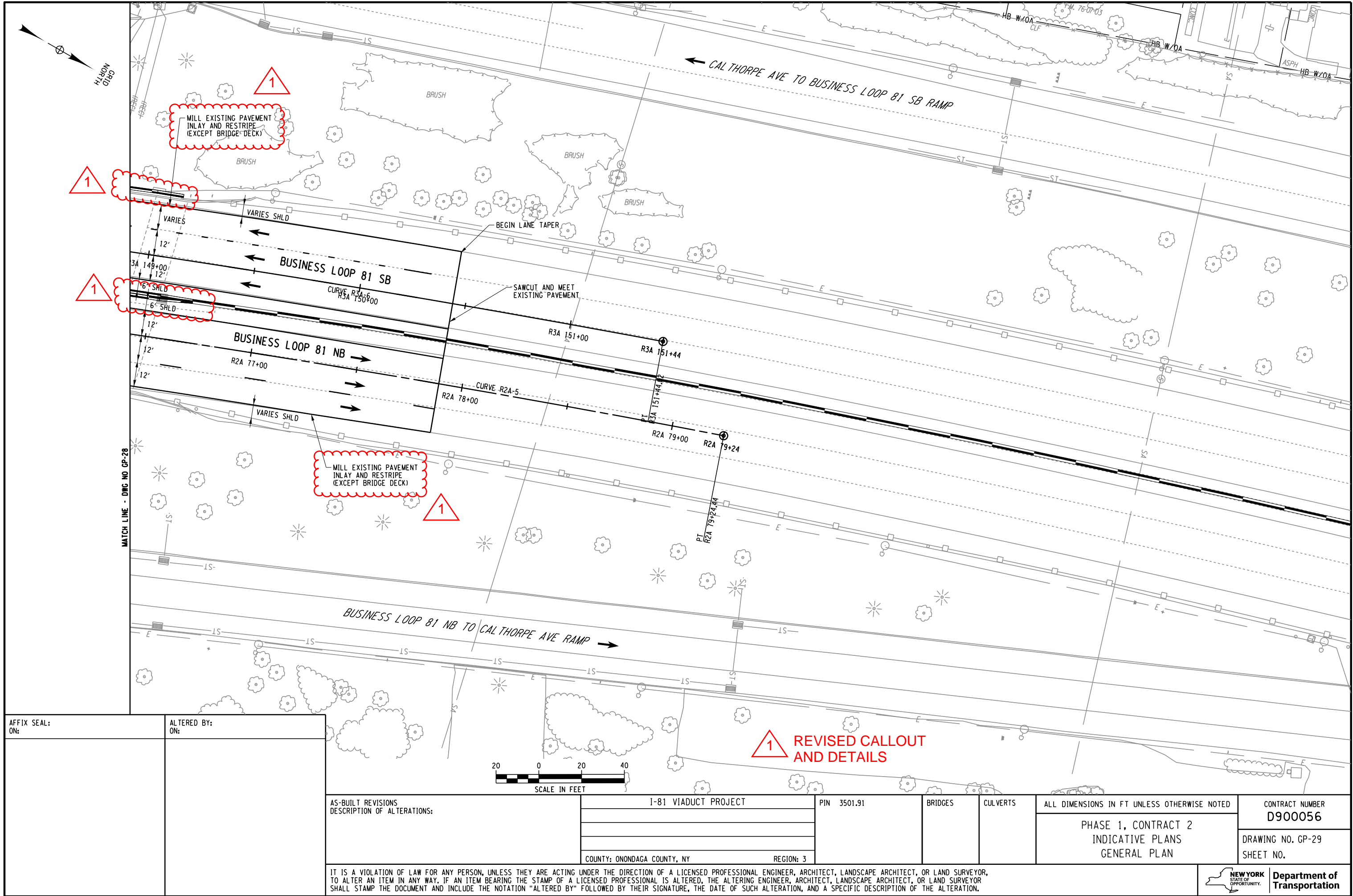


Department of  
Transportation



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DATE/TIME = 3/1/2023  
USER = kmurray

DESIGN SUPERVISOR  
JOB MANAGER  
DESIGN  
CHECK  
DRAFTING  
CHECK  
PROJECT MANAGER H. LINGAR



AFFIX SEAL: ON:	ALTERED BY: ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:

I-81 VIADUCT PROJECT
COUNTY: ONONDAGA COUNTY, NY

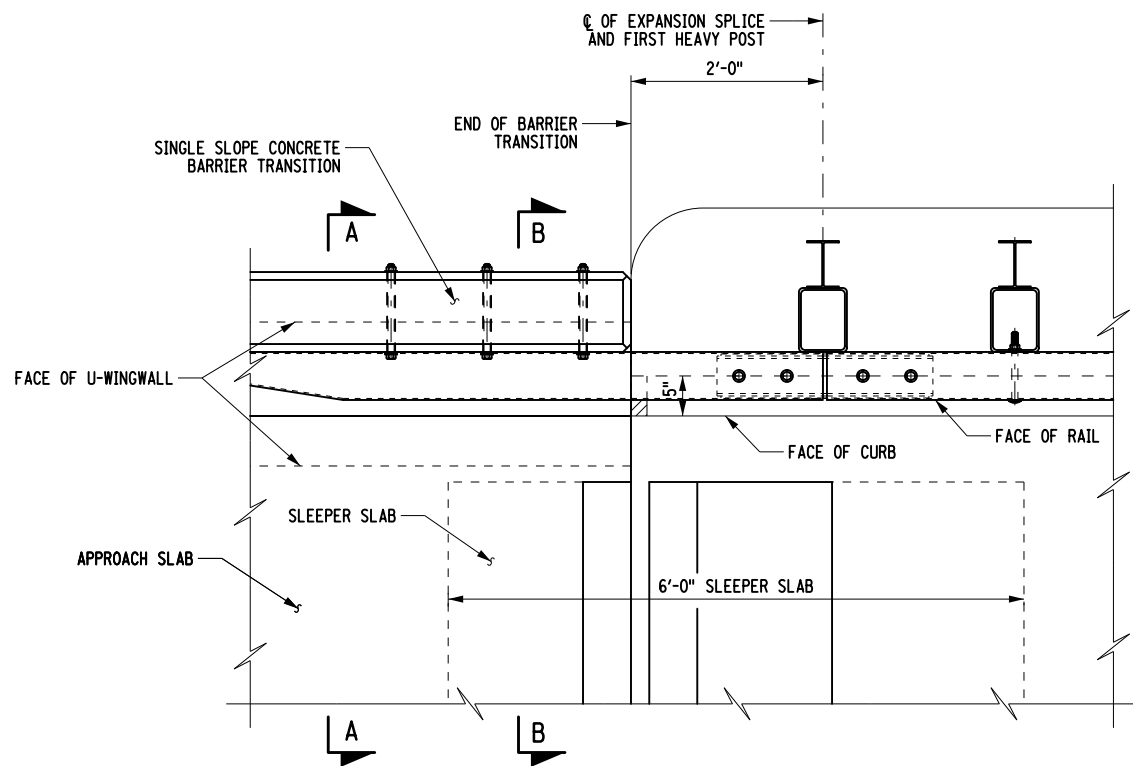
PIN 3501.91
REGION: 3

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED
PHASE 1, CONTRACT 2 INDICATIVE PLANS GENERAL PLAN

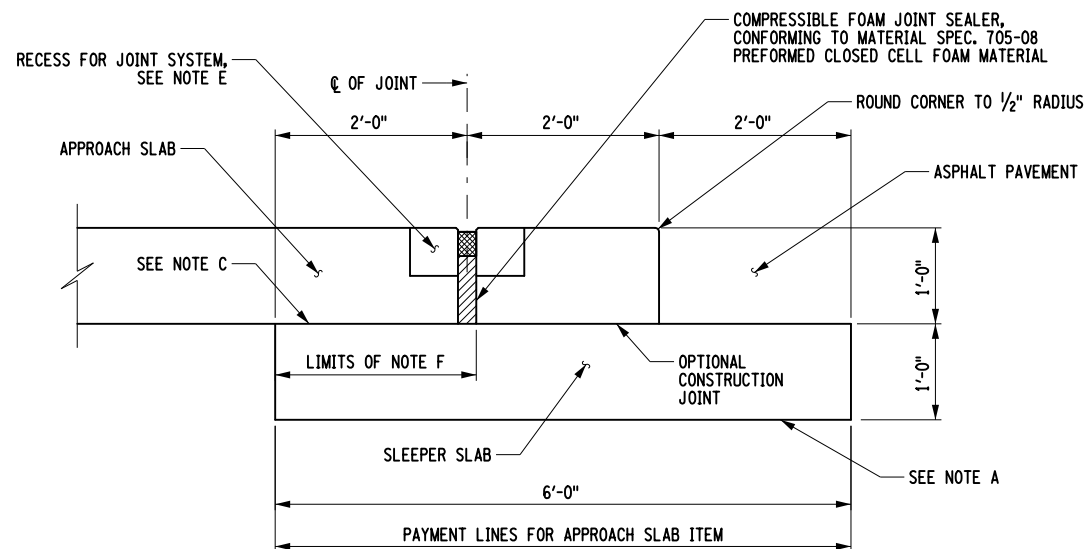
CONTRACT NUMBER D900056
DRAWING NO. GP-29 SHEET NO.

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

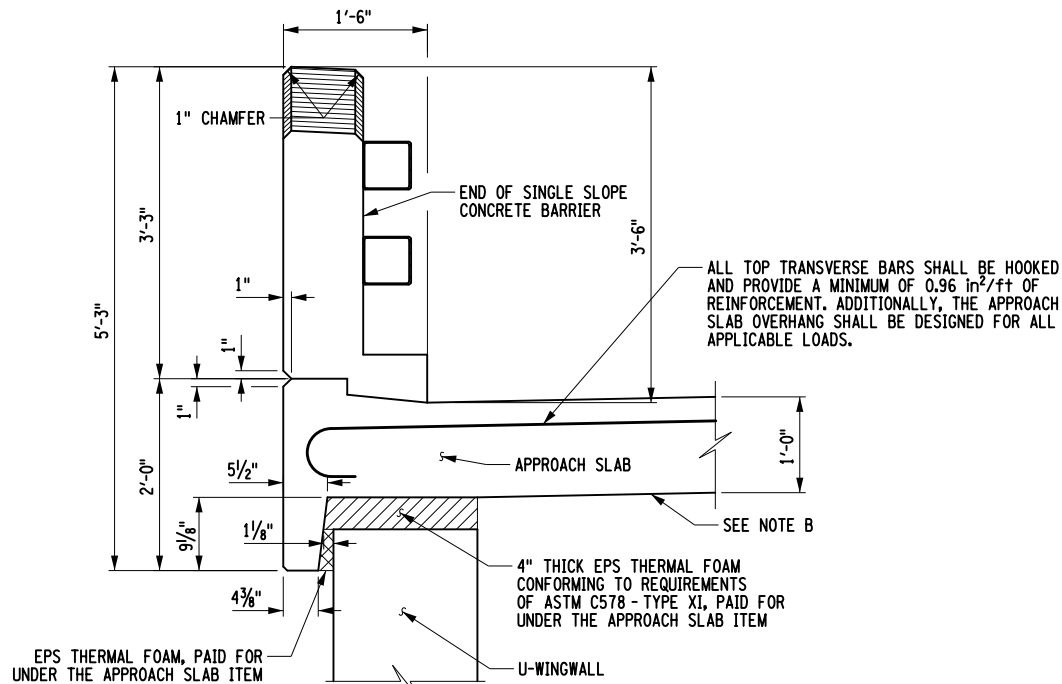




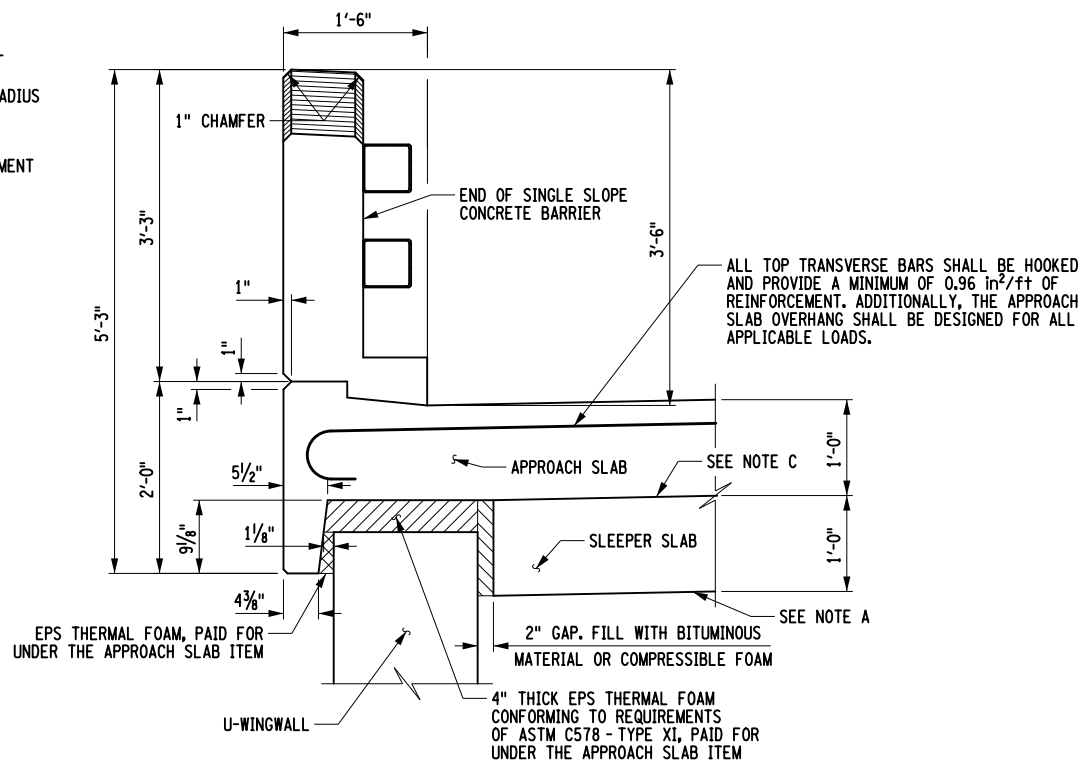
PLAN



ELEVATION



SECTION A-A




SECTION B-B

NOTES:

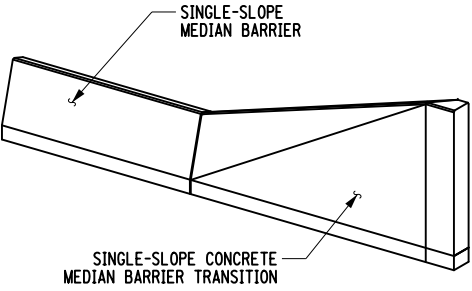
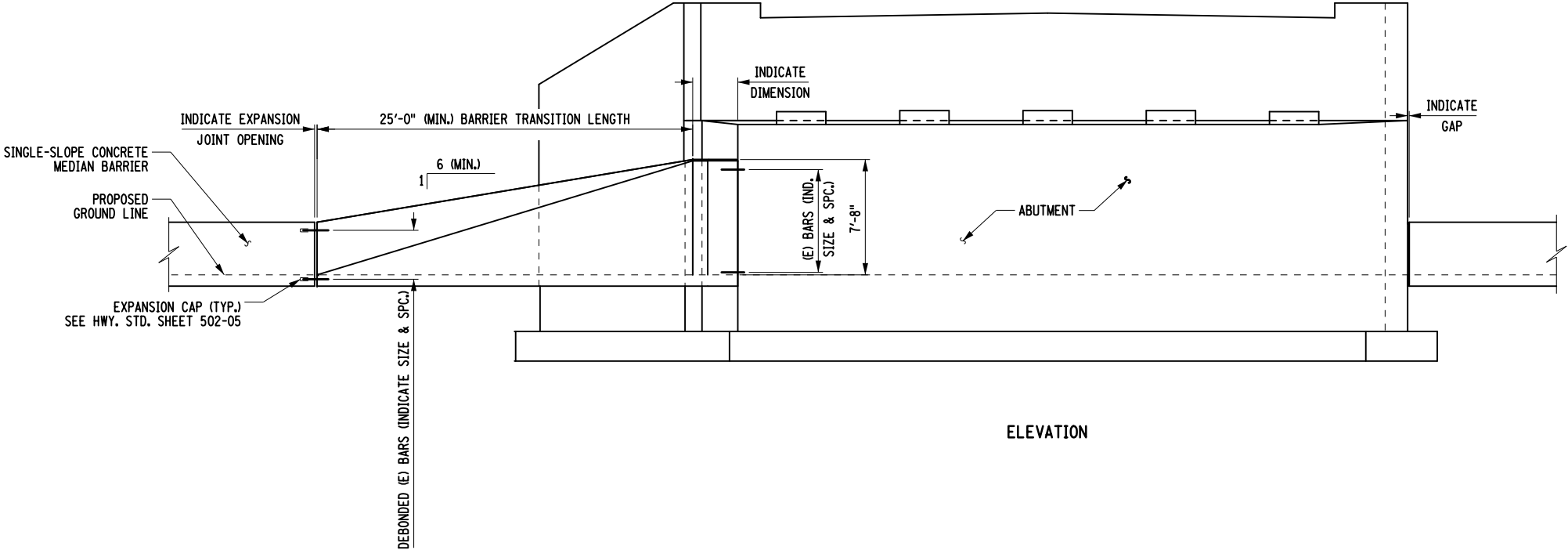
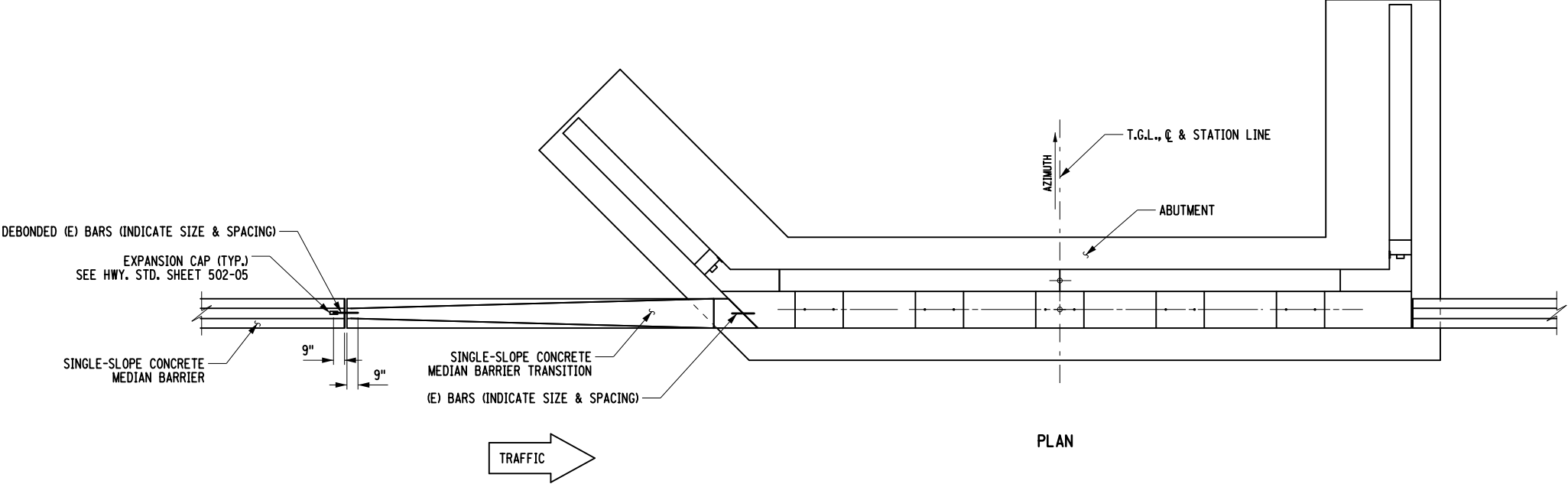
- EXCAVATION FOR SLEEPER SLABS SHALL BE CAREFULLY MADE AFTER COMPACTED ABUTMENT EMBANKMENT IS IN PLACE AND SHALL FOLLOW THE GRADE OF THE ROADWAY. THE SLEEPER SLABS SHALL BE FOUNDED ON UNDISTURBED COMPACT MATERIAL OR RE-COMPACTED MATERIAL. NO LOOSE BACKFILL SHALL BE ALLOWED. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE SLEEPER SLAB FROM TEMPORARY LOADINGS OR ANY CONDITION WHICH COULD CAUSE MOVEMENTS OR UNEVEN SETTLEMENT OF THE SLEEPER SLAB.
- TO PERMIT UNHINDERED LONGITUDINAL MOVEMENT OF SLAB, THE SURFACE OF THE SUBBASE COURSE MUST BE ACCURATELY CONTROLLED TO FOLLOW AND BE PARALLEL TO THE ROADWAY GRADE AND CROSS SLOPE. POLYETHYLENE CURING COVERS (WHITE OPAQUE) IN ACCORDANCE WITH MATERIAL SPECIFICATION SUBSECTION 711-04 SHALL BE PLACED ON THE FINISHED SUBBASE COURSE THE FULL WIDTH OF THE APPROACH SLAB PRIOR TO PLACEMENT OF THE REINFORCEMENT. THE CURING COVERS SHALL BE .004" THICK, AND LAPS SHALL BE 2'-0" MINIMUM.
- TOP OF SLEEPER SLABS SHALL BE STEEL TROWEL FINISHED AND FOLLOW THE CROSS SLOPE AND GRADE OF ROADWAY.
- TOP SURFACES OF STRUCTURAL SLABS, APPROACH SLABS AND EXPOSED TOP SURFACES OF SLEEPER SLABS SHALL BE GROOVED UNDER THE SAWCUT GROOVING OF STRUCTURAL SLAB SURFACE ITEM.
- IF A MODULAR JOINT SYSTEM IS USED, CONCRETE FURNISHED AND PLACED IN THE RECESSES FOR INSTALLING THE JOINT SYSTEM SHALL COMPLY WITH THE SPECIFICATIONS FOR THE APPROACH SLAB ITEM, EXCEPT THAT MACHINE FINISHING WILL NOT BE REQUIRED. NO ADDITIONAL PAYMENT WILL BE MADE FOR FURNISHING AND PLACING THIS CONCRETE AS THIS QUANTITY LIES WITHIN THE LIMITS OF THE AREA TO BE PAID FOR UNDER THE APPROACH SLAB ITEM. IF AN ARMORLESS JOINT IS USED, PAYMENT FOR THE JOINT HEADERS SHALL BE INCLUDED IN THE ITEM FOR THE JOINT SYSTEM. THE JOINT SYSTEM SHALL BE PAID FOR UNDER ITS APPROPRIATE ITEM.
- COMPRESSED SYNTHETIC SHEET GASKET (TREATED BOTH SIDES) SHALL BE PLACED ON THE TOP SURFACE OF THE SLEEPER SLAB. MATERIAL SPECIFICATIONS 728-06, TWO 1/16" THICK SHEETS. PRICE TO BE INCLUDED IN THE UNIT PRICE BID FOR THE APPROACH SLAB ITEM.
- TOP OF U-WINGWALL SHALL FOLLOW THE GRADE OF THE ROADWAY.

DESIGNER NOTE:

REINFORCEMENT NOT SHOWN FOR CLARITY, SEE BD-SA AND BD-RCB SERIES FOR STANDARD REINFORCEMENT.


REVISED	 <b>NEW YORK</b> STATE OF OPPORTUNITY.	<b>Department of Transportation</b> <b>Office of Structures</b>	
ERRATA	SINGLE SLOPE BARRIER ON APPROACH SLAB AT U-WINGWALL DETAILS		
APPROVED:    /    / ORIGINAL SIGNED BY:		ORIGINAL ISSUED UNDER EB	
DEPUTY CHIEF ENGINEER (STRUCTURES)		CURRENT ISSUED UNDER EB EFFECTIVE WITH THE LETTING OF    /    /	

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DATE/TIME = 24-FEB-2023 12:27



NOTE:  
EMBEDMENT INTO FINISHED GROUND IS NOT SHOWN.

ISOMETRIC OF BARRIER TRANSITION

REVISED	 <b>NEW YORK</b> STATE OF OPPORTUNITY.	<b>Department of Transportation</b> <b>Office of Structures</b>
ERRATA	<b>BARRIER TO ABUTMENT TRANSITION DETAILS</b>	
APPROVED:    /    / ORIGINAL SIGNED BY:		ORIGINAL ISSUED UNDER EB
DEPUTY CHIEF ENGINEER (STRUCTURES)		CURRENT ISSUED UNDER EB EFFECTIVE WITH THE LETTING OF    /    /